

URBAN/MUNICIPAL

CA4 ON HBL A05
A31

Apr. 1989 - May 1989

AGENDAS OF THE MEETINGS OF THE
COUNCIL OF HAMILTON



CAY ON HBC AOS
A31

E. A. SIMPSON
CITY CLERK

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DEPUTY CITY CLERK



CITY HALL
HAMILTON, ONTARIO
L8N 3T4

THE CORPORATION OF THE CITY OF HAMILTON

OFFICE OF THE CITY CLERK

MEETING OF THE COUNCIL

OF THE CORPORATION OF THE CITY OF HAMILTON

URBAN MUNICIPAL

APR 11 1989

Tuesday, 1989 April 11
7:30 o'clock p.m.
Council Chambers, City Hall

GOVERNMENT DOCUMENTS

*Citizen Appointment to Municipal Non-Profit (Hamilton) Housing Corporation

A G E N D A

1. Opening Prayer

Reverend Dennis Hillis
Mount Albion Pentecostal Church
1267 Paramount Drive

2. Proclamations

Volunteer Week, 1989 April 09 to April 15

National Wildlife Week, 1989 April 09 to April 15

National Citizenship Week, 1989 April 16 to April 22

3. Presentation

Special Presentation - Volunteer Week

4. Minutes

1989 March 23

1989 March 28

5. Correspondence

6. Reports of the Standing Committees - attached

- (a) Co-ordinating Committee
- (b) Transport and Environment Committee
- (c) Parks and Recreation Committee
- (d) Planning and Development Committee
- (e) Legislation Committee
- (g) Finance Committee

7. Notice of Motion for Next Meeting

8. First Reading of the Bills

9. Second Reading of the Bills - Committee of the Whole

10. Third Reading of the Bills

11. Question Period

12. Adjournment

M I N U T E S

MEETING OF HAMILTON CITY COUNCIL
TUESDAY, MARCH 23, 1989
11:00 O'CLOCK, A.M.

The Council met.

PRESENT: Robert M. Morrow, Esq., Mayor

Aldermen Cooke, Kiss, McCulloch, Hinkley, Drury, Copps,
Christopherson, Agostino, Smith, Jackson, Merling, Gallagher,
Ross, Murray.

The Clerk called the meeting to order.

This was a Special Meeting of City Council called to deal with the 1989 Current Budget and to set the 1989 City of Hamilton mill rate.

Council had before it the following recommendation including support material from the City Treasurer under date of March 22, 1989:

"That the 1989 Revenue and Expenditure Estimates for the City of Hamilton be approved in the amount of \$147,542,800 and based on these revenues and expenditures the residential mill rate be established at 96.0120 and the non-residential at 112.9553 which represents a 9.4% increase over 1988.

It was moved by Alderman McCulloch and seconded by Alderman Drury

Resolved: That Rule No. 8 of Procedural By-law 82-203 be invoked for this meeting of City Council in order to permit consideration of a resolution respecting the 1989 Current Budget Estimates

Yeas: Mayor Morrow, Aldermen Cooke, Kiss, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 15

Nays: 0 (carried)

It was moved by Alderman Christopherson and seconded by Alderman McCulloch

Resolved: That Package No. 3 "Building Department" in the amount of \$47 580. be deleted and that Package No. 140 "Building Department" in the revised amount of \$47 580. be inserted in lieu thereof.

Yeas: Mayor Morrow, Aldermen Cooke, Kiss, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 15

Nays: 0 (carried)

It was moved by Alderman Kiss and seconded by Alderman Copps

Resolved: That all new positions except those mandated by law be cut from the budget.

Yeas: Aldermen Kiss and Copps. - 2

Nays: Mayor Morrow, Aldermen Cooke, McCulloch, Hinkley, Drury, Christopherson, Agostino, Smith, Jackson, Gallagher, Ross, Murray. - 12 (lost)

It was moved by Alderman Christopherson and seconded by Alderman Jackson

Resolved: That the percentage increase for the 1989 Revenue and Expenditures Estimates be reduced from 9.4% to 8.9% and that the money be found in the maintenance budget.

Yeas: Mayor Morrow, Aldermen Cooke, McCulloch, Hinkley, Drury, Christopherson, Smith, Jackson, Merling. - 8

Nays: Aldermen Kiss, Copps, Agostino, Gallagher, Ross, Murray - 6 (carried)

It was moved by Alderman Drury and seconded by Alderman McCulloch

Resolved: That the 8.9% budget decrease from 9.4% be determined by decreasing funding from the Reserve Account of \$250 000 and a reduction of operating expenditures by \$250 000.

Yeas: Mayor Morrow, Aldermen Cooke, McCulloch, Drury, Christopherson, Smith, Jackson, Merling, . - 7

Nays: Aldermen Kiss, Hinkley, Copps, Agostino, Gallagher, Ross, Murray - 7 (lost)

It was moved by Alderman Jackson and seconded by Alderman Gallagher

Resolved: That Package No. 119 "City Solicitor" be adjusted to provide for an appropriation of \$45 440 as recommended by the Personnel Committee.

Yeas: Aldermen Kiss, Hinkley, Copps, Agostino, Jackson, Gallagher, Murray. - 7

Nays: Mayor Morrow, Aldermen Cooke, McCulloch, Drury, Christopherson, Smith, Ross. - 7 (lost)

It was moved by Alderman McCulloch and seconded by Alderman Drury

Resolved: That the funding required to reduce the mill rate increase from 9.4% to 8.9% be realized as follows:

- (a) \$230 885. from the Contingency Account
- (b) \$230 885. from Reserves

Yeas: Mayor Morrow, Aldermen Cooke, Kiss, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 16

Nays: 0 (carried)

It was moved by Alderman McCulloch and seconded by Alderman Drury

Resolved: That the 1989 Revenue and Expenditure Estimates for the City of Hamilton be approved in the amount of \$147 430 420 and based on these revenues and expenditures the residential mill rate be established at 95.5672 and the non-residential at 112.4320 which represents a 8.9% increase over 1988.

Yeas: Mayor Morrow, Aldermen Cooke, Kiss, McCulloch, Hinkley, Drury, Christopherson, Agostino, Smith, Jackson, Gallagher, Ross, Murray. - 13

Nays: Alderman Copps - 1 (carried)

It was moved by Alderman Cooke, seconded by Alderman Kiss

Resolved: That leave be granted to introduce the following Bill:

Bill A-12: A By-law to Confirm the Proceedings of the Council of the Corporation of the City of Hamilton

Yeas: Mayor Morrow, Aldermen Cooke, Kiss, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 15

Nays: 0 (carried)

It was moved by Alderman Cooke and seconded by Alderman Kiss

Resolved: that Bill No. A-12 be now read a first time.

Bill No. A-12 was then read a first time.

Yeas: Mayor Morrow, Aldermen Cooke, Kiss, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 15

Nays: 0 (carried)

It was moved by Alderman Cooke and seconded by Alderman Kiss

Resolved: That Bill A-12 be now read a second time.

Bill No. A-12 was then read a second time.

Yeas: Mayor Morrow, Aldermen Cooke, Kiss, McCulloch, Hinkley, Drury,
Copps, Christopherson, Agostino, Smith, Jackson, Merling,
Gallagher, Ross, Murray. - 15

Nays: 0 (carried)

It was moved by Alderman Cooke and seconded by Alderman Kiss

Resolved: That Bill No. A-12 be now read a third time, signed, sealed and
enrolled as a By-law and numbered 89-97

Bill No. A-12 was then read a third time.

Yeas: Mayor Morrow, Aldermen Cooke, Kiss, McCulloch, Hinkley, Drury,
Copps, Christopherson, Agostino, Smith, Jackson, Merling,
Gallagher, Ross, Murray. - 15

Nays: 0 (carried)

City Council adjourned at 1:15 o'clock, p.m.

MEETING OF HAMILTON CITY COUNCIL
TUESDAY, MARCH 28, 1989
7:30 O'CLOCK, P.M.

The Council met.

PRESENT: Robert M. Morrow, Esq., Mayor

Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps,
Christopherson, Agostino, Lombardo, Smith, Jackson, Gallagher,
Ross, Murray.

His Worship Mayor Robert M. Morrow called the meeting to order.

Father Ken Patterson, St. Michael's Anglican Church, led the Council in
prayer.

His Worship Mayor Robert M. Morrow read the following Proclamations:

- (i) "KEEP HAMILTON CLEAN WEEK" - May 1 - 7, 1989
- (ii) "CALL BUD WEEK" - April 3 - 10, 1989
- (iii) "TORNADO AWARENESS DAY" - April 7, 1989

His Worship Mayor Robert M. Morrow presented Certificates of Recognition to
former members of the following Civic Committees and Boards:

- (i) Task Force on Student Housing
- (ii) Task Force to Review the Mandate and Structure of the Hamilton
Harbour Commission

The minutes of the meeting March 14, 1989, were taken as read and approved.

The following communications were received and forwarded to the appropriate
Committee, except as indicated:

1. Application from 698775 Ontario Inc., Mr. A. Clarke, 10 Crawford
Court, Dundas, Ontario, for a modification to the zoning, property
located at 64 Fairholt Road South and 85 Dunsmure Road, dated March
14, 1989.
2. Application from 642388 Ontario Inc., Mr. L. S. Harbottle, 194
Chesley Street, Hamilton, Ontario, for a change in zoning, property
located in the area north of Stone Church Road West, dated March 15,
1989.
3. Application from Mr. William Schinkel, 132 Stone Church Road West,
Hamilton, Ontario, for a change in zoning, property located at 132
Stone Church Road West, dated March 15, 1989.

4. Application from Messrs. Gumiero and Pupi, 362 Old Guelph Road, Dundas, Ontario, for a further modification to the zoning, property located at 240-244 Quigley Road, dated March 15, 1989.
5. Application from Mahabir Homes Limited, Unit 74-1350 Garth Street, Hamilton, Ontario, for a change in zoning, property located at 272-288 Limeridge Road East, dated March 21, 1989.
6. Letter dated March 28, 1988 from Solicitor's - City Legal Department
Re: March 22, 1989 Personnel Committee meeting.

It was moved by Alderman Cooke, seconded by Alderman Kiss and carried, that Council move into Committee of the Whole to consider the following Reports, with Alderman Murray in the chair.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Gallagher, Ross, Murray. - 16

NAYS: 0 (carried)

(A) CO-ORDINATING COMMITTEE - SEVENTH REPORT.

Recorded Vote on Section 4

YEAS: Mayor Morrow, Aldermen Cooke, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Gallagher, Ross, Murray. - 14

NAYS: Aldermen Kiss, Agro - 2 CARRIED.

(B) TRANSPORT AND ENVIRONMENT COMMITTEE - SEVENTH REPORT

It was moved by Mayor Morrow, seconded by Aldermen Lombardo that sub-section (e) (ii) of Section 4 of the Seventh Report of the Transport and Environment Committee be amended by deleting the figure "\$10.00" before the words "per square foot" in the first line and substituting in lieu thereof the figure "\$6.00" and further by deleting the figure "\$200.00" before the words "per square foot" in the second line and by substituting in lieu thereof the figure "\$120.00"

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Lombardo, Smith, Jackson, Gallagher, Murray. + 9

NAYS: Aldermen Kiss, Hinkley, Drury, Copps, Christopherson, Agostino, Ross. - 7 (carried)

It was moved by Alderman Christopherson, seconded by Alderman Lombardo that Section 4 as amended of the Seventh Report of the Transport and Environment Committee, be referred back. (carried)

(C) PARKS AND RECREATION COMMITTEE - EIGHTH REPORT

Recorded Vote on Section 1

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Gallagher, Ross, Murray. - 14

NAYS: Aldermen Smith, Jackson. - 2 (carried)

It was moved by Alderman Kiss, seconded by Alderman Agro

RESOLVED: That Audell Schimmel be commended for her outstanding work and leadership on behalf of the City of Hamilton. (carried)

(D) PLANNING AND DEVELOPMENT COMMITTEE - EIGHTH REPORT

Recorded Vote on Section 17:

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Christopherson, Agostino, Lombardo, Smith, Jackson, Gallagher, Ross, Murray. 15.

NAYS: Alderman Copps. - 1 (carried)

(E) LEGISLATION COMMITTEE - SIXTH REPORT

(F) PERSONNEL COMMITTEE - FOURTH REPORT

Recorded Vote on Section 6

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury, Christopherson, Agostino, Lombardo, Smith, Jackson, Gallagher, Ross, Murray. - 14.

NAYS: Aldermen Kiss, Copps. - 2 (carried)

(G) FINANCE COMMITTEE - SEVENTH REPORT

(I) INFORMATION SYSTEMS COMMITTEE - REPORT 3-89

It was moved by Alderman McCulloch, seconded by Alderman Hinkley

RESOLVED: That Alderman T. Cooke be appointed Acting Mayor for the month of April, 1989 (carried)

It was moved by Alderman Cooke and seconded by Alderman Kiss

RESOLVED: That the reports of the Committee of the Whole on the reports be the same, now be adopted.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Gallagher, Ross, Murray. - 16

NAYS: 0 (carried)

It was moved by Alderman Cooke, seconded by Alderman Kiss

RESOLVED: that the following Bills be now read a first time.

A-11

B-42, B-43, B-44, B-45, B-46

D-37, D-38, D-39, D-40. (carried)

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Gallagher, Ross, Murray. - 16

NAYS: 0 (carried)

It was moved by Alderman Cooke and seconded by Alderman Kiss and carried, that Council move into the Committee of the Whole (second reading) to consider the following Bills, with Alderman Murray in the chair.

A-11

B-42, B-43, B-44, B-45, B-46

D-37, D-38, D-39, D-40.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Gallagher, Ross, Murray. - 16

NAYS: 0 (carried)

Consideration of the Bills (second reading)

It was moved by Alderman Cooke and seconded by Alderman Kiss

RESOLVED: That the report of the Committee of the Whole on the following Bills:

A-11

B-42, B-43, B-44, B-45, B-46

D-37, D-38, D-39, D-40.

be, and the same is hereby adopted.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Gallagher, Ross, Murray. - 16

NAYS: 0 (carried)

It was moved by Alderman Cooke and seconded by Alderman Kiss

RESOLVED: that the following Bills be now read a third time, signed, sealed and enrolled as By-laws.

A-11

B-42, B-43, B-44, B-45, B-46

D-37, D-38, D-39, D-40.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Gallagher, Ross, Murray. - 16

NAYS: 0 (carried)

City Council adjourned at 9:15 o'clock p.m.

REPORT OF THE CO-ORDINATING COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Co-ordinating Committee presents its EIGHTH Report for 1989 and respectfully recommends:

1. (a) That an amount of \$1 150 be made available for the purposes of promoting the Ontario Business Improvement Area Association Conference (O.B.I.A.A.) in Sault Ste. Marie, Ontario in 1989 in preparation for hosting the 1990 Conference in Hamilton in May of 1990.
- (b) That this cost be charged to Account No. CH55307 80040.
2. (a) That the City Clerk be authorized to arrange with Cable 14 T.V. Hamilton for the provision of a video tape of council meetings for the remainder of 1989 at an approximate cost of \$500.
- (b) That this expenditure be charged to the Unclassified Expenditure Account.
- (c) That the video tapes form part of the City Clerk's Records Library and if any copies are required, the cost of same be borne by the individual requesting same.

NOTE: Cable 14 has advised that over the past months they have received requests from various civic officials for copies of the tapes of council meetings. They further advised that in the past they have been more than pleased to provide these at little or no charge, however, the requests have become much more frequent and that it is not uncommon to receive numerous requests for copies of the same meeting.

The estimated life time of an image on video tape is only five years, therefore, a permanent video record of council meetings is not possible.

3. (a) That \$75,000. of the \$143,588.42 surplus from the York Boulevard Parkade Project be made available to The Parking Authority to provide for the following improvements to the York Boulevard Parkade:

1 extra ticket machine	\$ 5 000
Security system	50 000
Rooftop ticket machine	5 000
Upgrades to landscaping	5 000
Signage/banners, advertising	<u>10 000</u>
TOTAL	<u>\$ 75 000</u>

- (b) That the balance of \$68,588.42 being the remainder of the surplus be provided in an appropriate reserve for future capital expenditures related to the York Boulevard Parkade.

NOTE: The original appropriation for the York Boulevard Parkade Project was \$7 200 000.

4. (a) That an Option to Purchase the property known as 253 King William Street, duly executed by Jack Oosterveld on March 21, 1989 and scheduled for closing on or before December 8, 1989, be approved and completed.
- (b) That the appropriate City officials execute all required documents.

NOTE: The subject property has a frontage along the northerly limit of King William Street of 32.2 metres (106 feet) by a depth of 35.2 metres (115.5 feet) and is legally described as part of Lot 22, Registered Plan 36. The purchase price of \$445 000 is subject to a pro rata adjustment for each square metre of difference between the area of the property set out herein and the area calculated by a survey.

The purchase price is to be charged to Account No. CF 5010 908645001.

The acquisition of the property was initiated by The Parking Authority of the City of Hamilton in order to meet the parking requirements in the downtown area. This purchase was approved by The Parking Authority at its meeting on March 29, 1989.

5. That Mr. Reg Wheeler be appointed an Honourary Member of the Canadian Football Hall of Fame and Museum Management Committee for life with full voting privileges.

NOTE: The Canadian Football Hall of Fame and Museum Management Committee at its meeting held 1989 March 6 recommended that Mr. Wheeler be an honourary member of the Committee in light of his contribution to the Management Committee and the Induction Committee over the years.

The Canadian Football League is in agreement with this recommendation.

6. (a) That the 1989-1993 Capital Budget attached hereto as Appendix "A" be approved.
- (b) That the debt charges shall not exceed an average of 12.5% of the estimated adjusted municipal levy over the five year Capital Budget.
- (c) That the policy established in 1982, whereby any unexpended portion of the municipal contribution to a Local Board be placed in a reserve for capital projects for that Board, be continued in 1989 and subsequent years to the extent that only adequate reserves are accumulated by the Board (as opposed to excessive reserves) and beyond this point such funds may be allocated to other areas requiring Local Board funding including any annual shortfall (amount required in excess of the municipal contribution).
- (d) That the employment impact of each project be given consideration.
- (e) That the six mill capital levy continue with specific reference to the "Pay-As-You-Go" policy, on the understanding that the expenditure program for the Reconstruction of Roadways, Abutting Sidewalks and other Sidewalks - Local Roads, be given first priority of the annual financing from this source. The balance of this six mill levy to be assigned to finance such other capital projects as directed by City Council.
- (f) That where the construction specifications of a capital project go beyond the normal requirements of the City of Hamilton as a result of financial involvement with outside groups such as institutions, private sector corporations, individuals, or other groups, that such outside contribution be in a form satisfactory to the City Treasurer and the Co-ordinating Committee before City Council is requested to confirm the gross cost of the project and the financial contribution of the City.
- (g) That new projects be introduced only in the fifth year of the program, or where Council is able to trade-off an existing project already included in the previous year's five year program.

NOTE: For the information of the Members of City Council, the Co-ordinating Committee wishes to advise that the projects listed on Appendix "B" attached hereto, which were recommended by the various Standing Committees and Boards, have been deleted from this five year Capital Budget Program.

The Committee further wishes to advise that the net financing of Capital Projects is \$103 000 000 consisting of \$31 000 000 from Reserves, \$29 000 000 from the Capital Levy out of Current Funds, and \$43 000 000 in new debt.

The debt charges do not exceed an average of 12.5% of adjusted levy over the five year period. Debt charges increase at an average rate of 6.5% each year over the five year period and rise from \$14 300 000 in 1989 to \$18 000 000 in 1993.

7. (a) That an amount of \$1 300 be appropriated for the purchase and installation of an appropriate plaque in the Unified Family Court Building (Carnegie Library) to recognize the architectural and historical value of the building as well as its original architect, Mr. A. W. Peene, who is considered as one of Hamilton's more important and influential architects at the turn of the century.
- (b) That this expenditure be charged to the Unclassified Expenditure Account.

NOTE: The original bronze plaque in the entrance hall of the former library was removed at the time of the library relocation to York Boulevard. It is now located in the foyer of the new library along with a bust of Andrew Carnegie. The Library Board is not interested in returning the original plaque to the Unified Family Court Building nor, in fact, is it any longer relevant inasmuch as it refers to the Library Board Members involved at the time rather than the building and its architect.

8. That His Worship Mayor Robert M. Morrow officially correspond with the Honourable Harvey Andre, Minister Responsible for Canada Post Corporation, to advise of the position of City Council that the postal operations currently carried on at the Main Post Office, not be transferred out of the City of Hamilton, at such time as the post office vacates the property at Main and John Streets.

9. That leave be granted to introduce the following Bill:

Bill A-13 A By-law to Confirm the Proceedings of the
Council of the Corporation of the City of
Hamilton.

RESPECTFULLY SUBMITTED

ALDERMAN T. COOKE
ACTING CHAIRMAN
CO-ORDINATING COMMITTEE

J. J. Schatz
Secretary
1989 April 6
/bc

PAGE
SCHEDULE 1
PAGE 1

STATEMENT OF PROPOSED CAPITAL PROJECTS TO BE FINANCED FROM VARIOUS RESERVES AND RESERVE FUNDS
(000'S)

FINANCING AND PROJECT DESCRIPTION	PROJECT START-FINISH	PAGE NUMBER	1989	1990	1991	1992	1993	TOTAL
	(2)	(3)	(4)	(5)	(5)	(7)	(8)	(9)
RESERVE FOR PROPERTY PURCHASES								
(1)								
RESERVE FOR PROPERTY PURCHASES								
FIRE STATION, UPPER SHERMAN AND FENNEL AVENUE AND PURCHASE	1991 1991			1000	1000		1000	1000
MUNICIPAL NON-PROFIT (HAMILTON) HOUSING CORP. - LENDING	1989 1993		1000	1000	1000		1000	5000
FOR NON-PROFIT HOUSING (REVOLVING FUND)								
TOTAL RESERVE FOR PROPERTY PURCHASES			0	0	1000	0	0	1000
RESERVE FOR CAPITAL PROJECTS/CITY'S SHARE OF SERVICES THROUGH UNBELIEVED LAND								
MAJOR MAINTENANCE TO CIVIC BUILDINGS	1989 1993		250	250	300	300	350	1450
CONSTRUCTION COSTS FOR ACCOMMODATION REQUIREMENTS-CITY HALL	1989 1991		100	100	100	500		800
COMPUTER SOFTWARE	1989 1992		150	175	200	200		725
NEW TELEPHONE SYSTEM	1989 1989		130					130
NEW COMPUTER WORKSTATIONS	1989 1990		75	75				150
HAMILTON HOUSING COMPANY-REPLACEMENT OF HEATING SYSTEM	1989 1989		150					150
CHURCHILL POOL-REPLACEMENT OF POOL FILTRATION SYSTEM	1990 1990			150				150
* ENERGY CONSERVATION PROJECTS	1990 1993			50	50	50	100	250
* CAPITAL GRANT-AMITY GOODWILL INDUSTRIES	1990 1991			100				200
* 1989 PROGRAM-CITY'S SHARE OF SERVICES-ROADS, CURBS AND SIDEWALKS								
THROUGH UNBELIEVED LAND	1989 1989		2500					2500
CATCH BASIN AND DRAIN CONNECTION	1989 1990		140					140
ALRIGHT ROAD EXTENSION	1989 1990		68					68
* 1990-1993 PROGRAM RECONSTRUCTION OF ROADWAYS, ABUTTING SIDEWALKS AND								
OTHER SIDEWALKS-LOCAL ROADS	1991 1993			322		721	1148	2191
REPLACEMENT OF VALLEY INN BRIDGE	1993 1993						155	155
SUMMARY OF CITY'S SHARE OF ALL LOCALS-RESIDENTIAL	1989 1993			340	361	387	344	1432
SUMMARY OF CITY'S SHARE OF ALL LOCALS-INDUSTRIAL	1989 1990			195				195

(*) RECORDED ON MORE THAN ONE STATEMENT

STATEMENT OF PROPOSED CAPITAL PROJECTS TO BE FINANCED FROM VARIOUS RESERVES AND RESERVE FUNDS
(000'S)

PAGE
SCHEDULE 1
PAGE 2

FINANCING AND PROJECT DESCRIPTION	PROJECT START-FINISH	PAGE NUMBER	1989	1990	1991	1992	1993	TOTAL
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
RESERVE FOR CAPITAL PROJECTS/CITY'S SHARE OF SERVICES THROUGH UNBELDIVIDED LAND								
* NEW EQUIPMENT-SANDER WING FLOW UNITS	1989 1993		85			79	79	243
* NEW EQUIPMENT-REFUSE PCKER	1990 1993			87		87	87	174
NEW EQUIPMENT-BOMBARDIERS	1991 1993				45	45	45	138
NEW EQUIPMENT-STREET FLUSHERS	1991 1993				128		128	256
NEW EQUIPMENT-VACUUMS	1992 1994					138		138
NEW EQUIPMENT-STAKE DUMP CREW	1992 1992					70		70
MOUNTAIN AGENA-NEW DEHUMIDIFIER	1989 1989		70					70
* SAM LAWRENCE PARK-UPGRADING	1991 1993			647			679	1326
BERNIE ARBOUR STADIUM-UPGRADE OUTFIELD LIGHTING	1989 1989		60					60
BOW VALLEY CREEK-ALTERATIONS	1989 1989		60					60
* IVOR WYNN STADIUM-RENOVATIONS & REPAIRS	1989 1989		55					55
GAGE PARK PERENNIAL BORDERS	1989 1989		15	22				37
UPGRADING OF HISTORICAL PARKS	1990 1990			28				28
FLOODLIGHTING SAM MAREON PARK	1990 1990			80				80
FLOODLIGHTING EASTWOOD PARK	1991 1991				90			90
GAGE PARK-RECONSTRUCTION OF CARPET BEDS	1993 1993						60	60
CHEDEKE POOL WING-ROOM	1993 1993						270	270
HAMILTON & SOURCE CONSERVATION LABORATORY-EQUIPMENT	1989 1989		150					150
HAMILTON PLACE-GREAT HALL CHAIRS	1993 1993						500	500
* PRIDE PROGRAMME-CROWN POINT WEST/STIRPLEY-PHASE 2	1989 1989		50	50				100
PRIDE PROGRAMME-SEASLEY/CENTRAL	1990 1992				250			250
TOTAL RESERVE FOR CAPITAL PROJECTS/CITY'S SHARE OF SERVICES THROUGH UNBELDIVIDED LAND			4108	1702	2594	2591	3946	14941

(*) RECORDED ON MORE THAN ONE STATEMENT

STATEMENT OF PROPOSED CAPITAL PROJECTS TO BE FINANCED FROM VARIOUS RESERVES AND RESERVE FUNDS
(000'S)

PAGE
SCHEDULE 1
PAGE 3

FINANCING AND PROJECT DESCRIPTION	PROJECT START-FINISH	PAGE NUMBER	1989	1990	1991	1992	1993	TOTAL
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
RESERVE FOR OFF-STREET PARKING								
UP-GRADING OF EXISTING PARKING FACILITIES	1989 1993		150	150	150		100	550
JOHN-REBECCA CARPARK-DECKING	1989 1989		1900					1900
LAND ACQUISITION SOUTH-EAST QUADRANT	1989 1989		1900					1900
STUDY AND DESIGN OF EXISTING PARKING PROJECTS	1990 1992			100		100		200
MAJIN-FERGUSON CARPARK-DECKING	1990 1990			900				900
PARKING DECK AREA OF TRANSIT TERMINUS	1993 1993						1500	1500
TOTAL RESERVE FOR OFF-STREET PARKING			3950	1150	150	100	1600	6950
RESERVE FOR PARK LANDS								
PLAYGROUND EQUIPMENT	1989 1993		80	80	80	80	80	400
PARK DEVELOPMENT AND REDEVELOPMENT BY PRIORITY	1989 1993		479	325	350	375	400	1929
TOTAL RESERVE FOR PARK LANDS			559	405	430	455	480	2329
RESERVE FOR CAPITAL PROJECTS-LIBRARY								
FURNITURE AND EQUIPMENT FOR OFFICE AUTOMATION-CENTRAL & BRANCH LOCATIONS	1989 1989		20					20
TERRYBERRY LIBRARY-NEW FURNISHINGS, EQUIPMENT & MATERIALS	1989 1990		344					344
AUTOMATION AND COLLECTION ACCESS	1989 1989		109					109
OFFICE AUTOMATION	1989 1991		110	87	73			270
FURNITURE AND EQUIPMENT FOR OFFICE COMPUTERIZATION	1990 1990			22				22
AUTOMATION OF INFORMATION FILES	1990 1990			120				120
RENOVATIONS-LOOYE BRANCH	1991 1991				96			96
RENOVATIONS-BARTON BRANCH	1992 1992					110		110
RENOVATIONS-WESTDALE BRANCH	1993 1993						145	145
TOTAL RESERVE FOR CAPITAL PROJECTS-LIBRARY			583	229	169	110	145	1236

Appendix "A" referred to in Section
6 of the EIGHTH Report of the
Co-ordinating Committee for 1989.

STATEMENT OF PROCEED CAPITAL PROJECTS TO BE FINANCED FROM VARIOUS RESERVES AND RESERVE FUNDS
(000'S)

PAGE
SCHEDULE 1
PAGE 4

FINANCING AND PROJECT DESCRIPTION	PROJECT START-FINISH	PAGE NUMBER	1989	1990	1991	1992	1993	TOTAL
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
H.E.C.F.I.-CORPS COLISEUM-RESERVE FOR CAPITAL PROJECTS								
VICTOR K. CORPS TRADE CENTRE/ARMA-NEW EQUIPMENT AND RENOVATIONS	1989 1993		222	195	100	75	125	717
H.E.C.F.I.-HAMILTON PLACE-RESERVE FOR CAPITAL PROJECTS								
HAMILTON PLACE-GREAT HALL BANNERS	1989 1989		120					120
HAMILTON PLACE-FURNITURE, EQUIPMENT AND RENOVATIONS	1990 1993			75	75		100	250
TOTAL RESERVE FOR CAPITAL PROJECTS-H.E.C.F.I.-HAMILTON PLACE			120	75	75	0	100	370
H.E.C.F.I.-CORPORATE RESERVE FOR CAPITAL PROJECTS								
TELEVISION MONITOR MESSAGE SYSTEM	1989 1993		50				75	125
AUTOMATED FACILITIES MANAGEMENT	1993 1993						600	600
EQUIPMENT, FURNITURE AND RENOVATIONS	1993 1993						50	50
TOTAL RESERVE FOR CAPITAL PROJECTS-H.E.C.F.I. CORPORATE			50	0	0	0	725	775
H.E.C.F.I.-HAMILTON CONVENTION CENTRE-RESERVE FOR CAPITAL PROJECTS								
HAMILTON CONVENTION CENTRE-FURNITURE AND EQUIPMENT	1989 1993		320	197	250	120	540	1427
C.U.P.-RESERVE FOR CAPITAL PROJECTS								
CENTRAL UTILITIES PLANT-NEW EQUIPMENT AND RENOVATIONS	1989 1993		115	90	265	200	160	830
TOTAL FINANCING FROM RESERVES & RESERVE FUNDS			10027	4043	5033	3651	7821	30575

STATEMENT OF PROPOSED CAPITAL PROJECTS TO BE FINANCED FROM THE 6 MILL. CAPITAL LEWY
(000'S)

FINANCING AND PROJECT DESCRIPTION	PROJECT START-FINISH	PAGE NUMBER	UNALLO- CATED 1988	1989	1990	1991	1992	1993 TOTAL	PAGE SCHEDULE 2 PAGE 1
	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
(1)									
* CAPITAL GRANT AMITY GOODWILL INDUSTRIES	1989	1989	99	1					100
* ENERGY CONSERVATION PROJECTS	1989	1989		50					50
CAPITAL CONSTRUCTION GRANT-HAMILTON SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS	1989	1989		94					0
* RECONSTRUCTION PROGRAM-1989-1993	1989	1993		5330	5703	5760	5809	5838	28460
* NEW EQUIPMENT REFUSE PACKER	1989	1989		87					87
* NEW EQUIPMENT-CONCRETE GRINDER	1989	1989		50					50
* RENOVATIONS TO CHEDOKO GOLF COURSE PARKING LOT	1989	1989		100					100
* CONTINGENCY	1989	1989		10	48				58
TOTAL CAPITAL PROJECTS FINANCED FROM CAPITAL LEWY			99	5722	5751	5780	5809	5838	28999

(*) RECORDED ON MORE THAN ONE STATEMENT

STATEMENT OF PROPOSED CAPITAL PROJECTS TO BE FINANCED BY DEBENTURES
(000'S)

PAGE
SCHEDULE 3
PAGE 1

FINANCING AND PROJECT DESCRIPTION (1)	PROJECT START-FINISH		PAGE NUMBER		1989	1990	1991	1992	1993	TOTAL
	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
MUNICIPAL GENERAL										
MOUNTAIN ARCHA-REPLACEMENT OF RINK SLAB AND BOARDS	1990	1990		425						425
EBERHART & DALBACCO POOLS-REPLACEMENT OF POOL FILTRATION SYSTEM	1989	1989	250							250
FIRE STATION, STONE CHURCH ROAD AND UPPER WELLINGTON-CONSTRUCTION	1990	1990	150	1250						1400
FIRE STATION, UPPER SHERMAN AND FENNEL AVENUE-CONSTRUCTION	1991	1992			1000	1200				2200
* CITY'S SHARE OF SERVICES THROUGH UNDEVELOPED LAND-1990-1993	1990	1993		2000	2000	2000	2000			8000
* NEW EQUIPMENT-REF-EE PACKER	1990	1994		79						79
* NEW EQUIPMENT-SAWYER WING FLOW UNITS	1992	1993			85	85			85	255
WEST MOUNTAIN AREA-CONSTRUCTION	1989	1990	6605							6605
HUNTINGTON PARK RECREATION CENTRE RENOVATIONS	1992	1993							3650	3650
MOUNTAIN SENIORS CITIZENS CENTRE	1989	1990	100	2000						2100
T.B. McQUESTON PARK DEVELOPMENT-STAGE 1	1990	1993		170	200				500	870
* SAM LAWRENCE PARK-UPGRADING	1989	1992	312	136		551				999
* RENOVATIONS TO CHEDOK GOLF COURSE PARKING LOT	1990	1991		100	100					200
FLOODLIGHTING GLEEE PARK-2 FIELDS	1989	1989	140							140
MOHAWK SPORTS PARK-IRRIGATION SYSTEM, BLEACHERS & FLOODLIGHTING	1989	1992	105	100	120	75				400
GAGE PARK-UPPER OTTAWA DEROT	1990	1991		250	109					359
CONSTRUCTION OR REPAIR OF PARKING LOTS/PATHS-PARKS	1990	1992		100		150				250
CONSTRUCTION OF UTILITY BUILDING-BRIAN TIMMIS STADIUM	1990	1990		260						260
* IVOR WYNE STADIUM-RENOVATIONS & REPAIRS	1990	1992		363	209	97				669
KING'S FOREST GOLF COURSE IMPROVEMENTS	1991	1992			125	125				250
FLOODLIGHTING BARTON COMMUNITY CENTRE	1992	1992				100				100
LIBRARY EXPANSION-RED HILL CREEK	1989	1990	274							274
LIBRARY RELOCATION-SHERWOOD BRANCH	1989	1990	372							372
LIBRARY RENOVATIONS-CONCESSION BRANCH	1991	1992			151					151

(*) RECORDED ON MORE THAN ONE STATEMENT

STATEMENT OF PROPOSED CAPITAL PROJECTS TO BE FINANCED BY DEBENTURES (000'S)											PAGE SCHEDULE 3 PAGE 2
FINANCING AND PROJECT DESCRIPTION	PROJECT START-FINISH	PAGE NUMBER	1989	1990	1991	1992	1993	TOTAL			
	(2)	(3)							(4)	(5)	(6)
MUNICIPAL GENERAL-CONTRIBUTED											
ENCLAVES CLEARANCE	1991 1992		910		1000	1000		2000			
INDUSTRIAL WASTE-CLEAN UP OF FORMER LAX PROPERTY	1989 1991							910			
* P.R.I.D.E. PROGRAMME-CROWN POINT WEST/ST/PELEY-PHASE 2	1990 1991			250	100			350			
WATERFRONT REDEVELOPMENT-HAMILTON'S WEST HARBOUR	1990 1993			500	600	600	800	2500			
* CONTINGENCY	1989 1993		1490	1452	1500	1500	1500	7442			
TOTAL MUNICIPAL GENERAL			10708	9465	7299	7483	8535	43490			
SELF-SUSTAINING											
SUMMARY OF OWNERS' SHARE OF ALL LOCALS FOR 1989-1993 RESIDENTIAL	1989 1993			345	369	393	422	1529			
SUMMARY OF OWNERS' SHARE OF ALL LOCALS FOR 1989-INDUSTRIAL	1989 1989			910				910			
TOTAL SELF-SUSTAINING			0	1255	369	393	422	2439			
TOTAL DEBENTURE FINANCING			10708	10720	7668	7876	8957	45929			

(*) RECORDED ON MORE THAN ONE STATEMENT

Cap. 5/89

STATEMENT OF PROPOSED CAPITAL PROJECTS TO BE DELAYED

(000's)

Rank	Financing and Project Description	Original Start	Proposed Start	1994	1995	1996	1997	1998	Total
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
A : Rank of 2.00 or Lower									
119	CITY HALL SPRINKLER SYSTEM	1992	'995		1500				1,500
120	CHODOKE GOLF COURSE IMPROVEMENTS	1992	'994	275	275				550
121	RYERSON REC.CENTRE-THERAPEUTIC HOT POOL	1989	'994	150					150
122	SOUTH-EAST MOUNTAIN TWIN PAD ARENA	1993	'995		4,000	4,900			8,900
123	WHITEHERN - RENOVATION OF STABLES	1989	'994	250					250
124	QUEEN STREET STEPS REPLACEMENT	1991	'995		370				370
125	SNOW BLOWERS - MOBILE	1993	'995		200				200
126	CONSTRUCT/REPAIR PATHWAYS/PRKG.LOTS-1989	1989	'994	100					100
127	CONSTRUCT PARK FIELDSHOUSES--3 LOCATIONS	1991	'995		260	270			530
128	KING'S FOREST PATHS - RENOVATIONS - 1989	1989	'994	50					50
129	KING'S FOREST PATHS - RENOVATIONS - '90/'93	1990	'995		100				100
130	RECREATION COMPLEX--SOUTH CENTRAL MOUNTAIN	1993	'996			3,000	3,200		6,200
131	BIKEPATHS (PHASES 5 TO 7)	1991	'994	330	330	330			990
B : Other Selected Delays									
52	CITY HALL CARPARK EXPANSION	1989	'994	3000	3,101				6,101
56	HECFT--COPPS COLISEUM CAPITAL - 1993	1993	'994	2,075	1,000				3,075
62	WATERFRONT DEVELOPMENT	1990	'994	1,000	1,500				2,500
79	PARKING STRUCTURE -- SOUTHEAST QUADRANT	1991	'994	3,000	3,600				6,600
85	HAMILTON PLACE - SPRINKLER SYSTEM	1989	'994	770					770
88	AQUATIC AND LEISURE CENTRE	1992	'994	7,000	7,000	7,000			21,000
91	H.S.P.C.A. -- CAPITAL PROJECTS -- 1990-1993	1990	'994	1,442					1,442
98	MOHAWK SPORTS PARK TRACK IMPROVEMENTS	1993	'995		804				804
105	WALKER POOL RENOVATIONS	1993	'994	900					900
116	IVOR WYNN--REPLACE ARTIFICIAL TURF	1993	'995		1,325				1,325
				20,342	25,365	15,500	3,200	0	64,407

Appendix "B" referred to in Section
6 of the EIGHTH Report of the
Co-ordinating Committee for 1989.

REPORT OF THE TRANSPORT AND ENVIRONMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The Transport and Environment Committee presents its EIGHTH Report for 1989 and respectfully recommends:

1. (a) That the City Solicitor be directed to prepare a By-law for the stopping up and leasing of a portion of the east side of MacNab Street South of King Street West;
- (b) That the City Clerk be directed to publish a notice pursuant to Section 301 of the Municipal Act, R.S.O. 1980, of City Council's intention to pass the By-law;
- (c) That the applicant register a reference plan under The Registry Act, said plan to be prepared by an Ontario Land Surveyor, to the satisfaction of the Regional Surveyor, to delineate the manner in which the stopped up street is to be leased, and that the applicant deposit a reproducible copy of said plan with the Regional Surveyor;
- (d) That the Commissioner of Engineering be directed to make application to the Regional Municipality of Hamilton-Wentworth for approval of the proposed stopping up pursuant to Section 48 of The Regional Act; and
- (e) That the City Solicitor be directed to prepare the necessary lease agreement between the City and Dominion Realty Limited to include the following terms:
 - i. the term of the lease to be 20 years.
 - ii. the annual fee to be set at \$10 per square foot (being 10% of 50% of market value at \$200 per sq.ft.) of area to be used for two levels of parking (approximately 1650 square feet), and no annual fee for the area to be used for loading and access to the truck tunnel (approximately 3310 square feet), plus taxes if applicable;
 - iii. the owner to indemnify and save the City harmless from all actions arising from the granting of the lease;
 - iv. the owner to provide public liability insurance to the satisfaction of the City Clerk naming the City as an additional insured party;

- (b) The City of Hamilton is of the opinion that a hearing by the Environmental Assessment Board is not necessary in this case.

- 5. (a) That the Lung Association, Hamilton-Wentworth Region be permitted to display a promotional banner across Main Street West in front of City Hall, from Monday, November 12, 1990 to Monday, November 19, 1990 with the following message:

LUNGS ARE FOR LIFE
PLEASE GIVE CHRISTMAS SEALS

- (b) That the Lung Association, Hamilton-Wentworth Region be permitted to display a promotional banner across Main Street West in front of City Hall, from Monday, December 11, 1989 to Monday, December 18, 1989, with the following message:

LUNGS ARE FOR LIFE
PLEASE GIVE TO CHRISTMAS SEALS

- 6. (a) That a "Wheelchair Loading Zone, 7:00 a.m. - 6:00 p.m., Monday to Saturday" regulation be implemented on the east side of High Street commencing at a point 90 feet north of the north curb line of Brucedale Avenue and extending to a point 60 feet northerly therefrom; and
- (b) That City Traffic By-law 89-72 be amended accordingly.
- 7. (a) That "No Stopping" regulation be implemented on the north side of Jackson Street East between Spring Street and a point 58 feet westerly therefrom; and
- (b) That a "No Stopping" regulation be implemented on the north side of Jackson Street East between Spring Street and a point 53 feet easterly therefrom; and
- (c) That City Traffic By-law 89-72 be amended accordingly.
- 8. (a) That the existing "Permit Parking" regulation on the south side of Murray Street East, commencing at a point 103 feet east of James Street North and extending to a point 92 feet west of Hughson Street North be extended such that the regulation commences at a point 83 feet east of James Street North and extends to a point 92 feet west of Hughson Street North; and

- (b) That the Director of Traffic Services be authorized to issue one parking permit to Mr. Sohan Sihnciu, 10 Murray Street East; and
 - (c) That the existing "Two Hour Parking Time Limit, 8:00 a.m. to 6:00 p.m., Monday to Saturday" regulation on the south side of Murray Street East commencing at James Street North and extending to a point 103 feet easterly therefrom be shortened such that the regulation extends to a point 83 feet east of James Street North; and
 - (d) That City Traffic By-law 89-72 be amended accordingly.
- 9.
- (a) That a "No Parking, 9:00 a.m. to 2:00 p.m., Monday to Friday" regulation be implemented on both sides of Rendell Boulevard between Queensdale Avenue East and Everton Place; and
 - (b) That the existing "One Hour Parking Time Limit, 24 Hours a Day, 7 Days a Week" regulation on Devenport Street between Tom Street and York Boulevard be replaced with a "One Hour Parking Time Limit, 8:00 a.m. to 5:00 p.m., Monday to Friday" regulation; and
 - (c) That a "Permit Parking" regulation be implemented on the north side of Britannia Avenue from a point 60 feet east of Harmony Avenue and extending to a point 166 feet easterly therefrom; and
 - (d) That the Director of Traffic Services be authorized to issue one parking permit, upon request, to one resident at Nos. 2 Harmony Avenue, and 317 and 321 Britannia Avenue, and any additional permits to a maximum of three on a first come first served basis; and
 - (e) That the existing "No Stopping" corner clearance on the north side of Britannia Avenue between Harmony Avenue and a point 68 feet east be shortened by 8 feet, such that the prohibition commences at Harmony Avenue and extends to a point 60 feet easterly therefrom; and
 - (f) That City Traffic By-law 89-72 be amended accordingly.
- 10.
- (a) That the hours of northbound one-way street operation of Breadalbane Street, from King Street West to Hunt Street be revised to full-time operation, Monday to Friday; and
 - (b) That City Traffic By-law 89-72 be amended accordingly.
- 11.
- That a purchase order be issued to Robert N. Dawson Transport Ltd., Hamilton, for the supply and delivery of Potable Water as and when required during 1989, 1990 and 1991 at a cost of \$10 per 600 gallon tank load, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of three (3) tenders received. Funds provided in Potable Water Account No. CH56339-60510.

12. (a) That the existing "No Parking" regulation on the east side of East 36th Street from Concession Street to the north end be removed; and
 - (b) That an "Alternate Side Parking" regulation be implemented on East 36th Street from Concession Street to the north end such that parking is prohibited.
 - on the east side of the street during the months of December, January, February and March, and from the first to the 15th of April, May, June, July, August, September, October and November; and
 - on the west side of the street from the 16th to the last day of April, May, June, July, August, September, October and November; and
 - (c) That City Traffic By-law 89-72 be amended accordingly.
-
13. That leave be granted to introduce the following Bills:
 - (a) B-47 By-law to incorporate Part 1, Plan 62R-9675 into Brigade Drive.
 - (b) B-48 By-law to Amend By-law 89-72 to Regulate Traffic.
 - (c) B-49 By-law to Amend By-law 89-72 to Regulate Traffic.

RESPECTFULLY SUBMITTED,

Robert C. Prowse,
Secretary

ALDERMAN D. CHRISTOPHERSON, ACTING CHAIRMAN
TRANSPORT AND ENVIRONMENT COMMITTEE

1989 April 03

/lp

REPORT OF THE PARKS AND RECREATION COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Parks and Recreation Committee presents its TENTH Report for 1989 and respectfully recommends:

1. (a) That arrangements be made for a delegation from the City of Hamilton, comprised of members of Council and the appropriate staff members, to meet with the Provincial Minister of the Environment with a view to securing a financial commitment from the Province for the implementation of the Waste Management Plan for the former Lax Property.
- (b) That during the meeting with the Minister of the Environment, the City delegation attempt to secure complete support of the Remediation project as well as an unqualified guarantee that once the project is completed, no further clean-up will be required.
- (c) That, following the meeting with the Provincial Minister of the Environment, similar arrangements be made for a meeting with the appropriate Federal Minister(s) with a view to securing a financial commitment for the implementation of the Waste Management Plan for the former Lax Property.

NOTE: Total Implementation cost in 1989 dollars could run as high as \$5 985 000 plus an additional \$2 550 000 for contingency measures to allow for ground water collection, containment and treatment if deemed necessary in the future by the Ministry of the Environment.

2. That the City's legal consultant, Mr. Ian Binnie, be authorized and directed to advise officials of the Ministry of the Environment of recent information received from the Lax brothers relative to fill activities on the former Lax property, with a view to obtaining the position of the provincial government with respect to clean-up requirements and costs.

RESPECTFULLY SUBMITTED,

Robert C. Prowse,
Secretary

ALDERMAN T. MURRAY, CHAIRMAN
PARKS AND RECREATION COMMITTEE

/lp

REPORT OF THE PARKS AND RECREATION COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Parks and Recreation Committee presents its NINTH Report for 1989 and respectfully recommends:

1. That Hamilton-Wentworth Creative Arts be granted permission to hold the Festival of World Friends at Dundurn Park on August 4-9, 1989.

NOTE: Permission is granted with the understanding that the City is not financially committed to supporting the project and any request for funding would have to be made by the applicant to the Finance Committee.

2. That the City exercise its option to extend the existing agreement with 392472 c.o.b. King's Restaurant for an additional term to expire November 30, 1989, originally approved by Council May 24, 1986.

The amount to be paid for this term will be \$2 000.

3. (a) That the Terms of Reference Steering Committee for the consultants feasibility study to address the short, medium and long term needs for recreational services for senior citizens be comprised of the following:

Senior Citizens Council

Ozzie Ferguson
Eva Tasker
Gwen Lee

Parks and Recreation Committee

Alderman B. Hinkley
Alderman T. Jackson

Parks and Recreation Advisory Committee

Frank Hickey
Ken Phillips
John Byl

Ministry of Community & Social Services

Marianne Hiscott

Ministry of Tourism & Recreation

Pam Bullard

Hamilton-Wentworth Regional Planning Department
David Godley

Culture and Recreation Department
Carolyn Kovacs
Ed Beattie

Hamilton Public Library
Beth Hovius

- (b) That this Steering Committee shall be responsible to the Parks and Recreation Committee through the Director of Culture and Recreation for:

- i. The development of the terms of reference for the feasibility study to be carried out by independent consultants; and
- ii. To oversee the feasibility study including:
 - Assist in selecting the consultant firm for the study.
 - Review and approve the format and content of public input.
 - Monitor the progress of the study relative to the terms of reference and timetable as agreed to by the consultant.
 - Review and comment on interim reports.
 - Receive and review the draft final report prior to presentation to the Parks and Recreation Committee and City Council.

4. That the cost of those children attending the Senior Camp Kidaca program wishing to take the advantage of the bus pick-up service be increased from \$10 to \$15 to offset costs of same.

5. (a) That the following additional expenditures be approved for the Scott Park Arena Capital Project:

- floor tiling	\$44 000
- infra red heating	\$ 2 500
- score board (City's share)	\$ 5 000
- first aid table	\$ 1 200
- meeting room tables and chairs	\$ 2 100
- lunch room refrigerator & microwave	\$ 930

Total \$55 730

- (b) That the Co-ordinating Committee be requested to give approval for the above listed expenditures from the surplus funds estimated to be \$88 000 under Accounts 0408-U7-286 and 0408-U7-288 for the Scott Park Arena Project.

THE CO-ORDINATING COMMITTEE RECOMMENDS THAT
THE \$55 730 REQUIRED TO FINANCE THE SCOTT
PARK ARENA BE FINANCED FROM THE SURPLUS FUNDS
IN THE WORK-IN-PROGRESS ACCOUNT NO. CF 708741003,
SCOTT PARK ARENA RENOVATIONS.

6. (a) That the Committee approve the ten (10) advertising locations to be leased to Mediacom Inc. at a rental of \$707.15 per year per poster panel and \$1 587.92 per year bulletin board plus realty taxes for one year commencing January 1, 1989 as appended hereto as Schedule "A"; and
- (b) That the City Solicitor be authorized and directed to prepare the necessary leases for these locations.

RESPECTFULLY SUBMITTED,

Robert C. Prowse,
Secretary
Attach.

ALDERMAN T. MURRAY, CHAIRMAN
PARKS AND RECREATION COMMITTEE

1989 April 04

/lp

SCHEDULE "A"

REFERRED TO IN SECTION 6
OF THE NINTH REPORT OF
THE PARKS AND RECREATION
COMMITTEE

CITY OF HAMILTON

MEDIACOM INC.

SIGN LOCATIONS ON CITY PROPERTY

JANUARY 1, 1989

Lease No.	Location	Sign	Amount
001215	Burlington s/s/ w/o Woodward	2 pp's	\$ 1,414.30
001207	Britannia s/s/ e/o Cameron	2 pp's	1,414.30
001246	King and Pottruff Road	4 pp's	2,828.60
001273	s/e Walmer Rd. & Woodward Ave.	2 pp's	1,414.30
001217	Bay & Strachan s/e corner	4 pp's	2,828.60
001292	s/s/ Burlington s/o Woodward	1 Bltn.	1,587.92
001209	s/w cor. Burlington & Wentworth	2 pp's	1,414.30
001224	248 Crockett & Upper Sherman	2 pp's	1,414.30
001390	s/e cor. Cannon & Gage	1 pp	707.15
001221	Concession s/s e/o Sherman	1 pp	<u>707.15</u>
			\$15,730.92

REPORT OF THE PLANNING AND DEVELOPMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Planning and Development Committee presents its NINTH Report for 1989 and respectfully recommends:

1. That the Building Commissioner BE AUTHORIZED to issue demolition permits for the following properties:
 - (a) 1164 Garth Street
 - (b) 1146 Garth Street
 - (c) 173 Mud Street
 - (d) 1138 Upper Wentworth Street
 - (e) 30 Adair Avenue North
2. (a) That acknowledgement be given to the work of investigating the environmental concerns with respect to the harbour now being undertaken and examined by the Remedial Action Plan process.
 - (b) That the Hamilton Harbour Commissioners be a part of any overall Co-ordinating Steering Committee established for the implementation process respecting the Remedial Action Plan.
 - (c) Due to the difficulty of determining a general interpretation of the term "navigation and shipping", that the City of Hamilton and the Hamilton Harbour Commissioners meet in order to agree on a clarification of the term "navigation and shipping" for their own purposes. (See Recommendation (d)(i).)
 - (d) (i) That a general interpretation of the phase "navigation and shipping" not be accepted, but that each interpretation of this phrase rest with the circumstances surrounding the particular case or situation at hand; and
(ii) That, notwithstanding Section (i) above, that the City of Hamilton and the Hamilton Harbour Commissioners meet in order to agree on a clarification of the term "navigation and shipping" as recommended in the Report outlined in Recommendation (c).
 - (e) (i) That the definition of the term "waterfront property" set out in the judgement of Mr. Justice Griffiths, as affirmed by the Ontario Court of Appeal, in Hamilton Harbour Commissioners v. The Corporation of The City of Hamilton et al be accepted as the legal definition of the term "waterfront property" for the purposes of The Hamilton Harbour Commissioners' Act.

- (ii) That, therefore, the term "waterfront property" be defined to mean:
- "that real property abutting or fronting on the body of water that constitutes Hamilton harbour".
- (f) (i) That, the principles set out in the judgement of Mr. Justice Griffiths, as affirmed and augmented by the Ontario Court of Appeal in Hamilton Harbour Commissioners v. The Corporation of The City of Hamilton et al be accepted as the law applicable to the issue of jurisdiction in Hamilton harbour.
- (ii) That, accordingly it be recognized that,
- (1) the City may validly pass a zoning by-law affecting land use within the Harbour so long as the by-law does not explicitly attempt to prohibit or regulate the use of land for purposes related to shipping and navigation or the use of land owned by the Federal Crown;
 - (2) the Commissioners may validly pass by-laws to regulate the use and development of land within the harbour for purposes related to shipping and navigation; and,
 - (3) if a direct conflict arises between validly-enacted City zoning by-law and validly-enacted Commissioners by-law with respect to the use of a parcel of land within the harbour; the operation of the City zoning by-law is suspended during the operation of the Commissioners by-law.
- (g) (i) That the definition of the term "harbour headline" set out in the judgement of Mr. Justice Griffiths, as affirmed by the Ontario Court of Appeal in Hamilton Harbour Commissioners v. The Corporation of the City of Hamilton et al be accepted as the property legal definition of the term "harbour headline" for the purposes of management and operation of navigation and shipping in Hamilton Harbour.
- (ii) That, therefore, the term "harbour headline" be defined as "a line established out from the shoreline beyond which breakwaters, wharfs, piers and other structures may not be built".

- (iii) That any by-law passed by the Hamilton Harbour Commissioners to establish or amend the "harbour headline" for Hamilton Harbour comply, like any other of their by-laws, with Subsection 20 (2) of The Hamilton Harbour Commissioners' Act which reads:

"No by-law shall have force or effect until confirmed by the Governor in Council and published in the Canada Gazette, and every such by-law shall, at least ten days before it is submitted to the Governor in Council, be served upon the City Clerk of Hamilton".

- (h) That City Council request the Hamilton-Wentworth Regional Police Commissioner to direct the Marine Unit of the Regional Police Department to be responsible for the testing, posting of warnings, and public announcements respecting the ice conditions in Hamilton Harbour and Cootes Paradise.

NOTE: For the information of City Council, the above recommendations are contained in the Report of the Task Force to Review the Mandate and Structure of the Hamilton Harbour Commissioners which was received by City Council at its meeting on 1989 February 28, and referred to the appropriate Standing Committees for review and recommendations back to City Council.

3. (a) That APPROVAL be given to Subdivision Application 88-26, L. Serafini, owner, to establish a draft plan of subdivision, west of Upper Wentworth Street, north of Rymal Road, subject to the following conditions:
- (i) That this approval apply to the plan prepared by MacKay, MacKay and Peters Ltd., dated 1988 June 16, showing 35 lots for street townhouses, one block for group townhouses and one block for commercial uses.
 - (ii) That the street be dedicated as public highway on the final plan.
 - (iii) That the street be named to the satisfaction of the City of Hamilton and the Regional Municipality of Hamilton-Wentworth.
 - (iv) That the final plan conform with the zoning by-law approved under The Planning Act.
 - (v) That such easements as may be required for utility or drainage purposes be granted to the appropriate authority.

- (vi) That the owner provide the City of Hamilton with a certified list showing the net area and width of each lot and block in the final plan.
- (vii) That the owner shall erect a sign in accordance with Section XI of the subsequent Subdivision Agreement prior to the issuance of a final release by the City of Hamilton.
- (viii) That the owner agree in writing to satisfy all the requirements, financial and otherwise, of the City of Hamilton.
- (b) That the subdivision agreement be entered into by the Corporation of the City of Hamilton and the owner to provide for compliance with the conditions of approval established by the Hamilton-Wentworth Region with respect to this application (SA-88-26), L. Serafini, owner, proposed draft plan of subdivision, and that the City execute the agreement when the said conditions have been met and the City's share of the cost of installing municipal services has been approved by City Council.
- (c) That the neighbourhood plan be amended accordingly.
- 4. (a) That APPROVAL be given to Official Plan Amendment No. 73 to redesignate the subject lands from "Major Institutional" and "Open Space" to "Residential", and the City Solicitor be directed to prepare a By-law to amend the Official Plan for submission to the Regional Municipality of Hamilton-Wentworth.
- (b) That APPROVAL be given to Zoning Application 88-122, Wardpark Developments Inc., owner, requesting a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected residential, etc.) District to permit a subdivision for single-family detached dwellings, for property located in the area south of Rymal Road West and west of Christie Street, as shown on the attached map marked APPENDIX "A", on the following basis:
 - (i) That the subject lands be rezoned from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District;
 - (ii) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Maps W-9E and W-17E for presentation to City Council;
 - (iii) That the proposed change in zoning will be in conformity with the Official Plan for the Hamilton Planning Area upon the approval of Official Plan Amendment No. 73 by the Regional Municipality of Hamilton-Wentworth.

NOTE: The purpose of the By-law is to provide for a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District for lands located in the area south of Rymal Road West and west of Christie Street.

The effect of the By-law is to permit the subdivision of the subject lands into building lots for single-family detached dwellings.

5. That APPROVAL be given to Zoning Application 88-132, B. and K. Willgren, owners, for a change in zoning from "JJ" (Restricted Light Industrial) District to the "KK" (Restricted Heavy Industrial) District, for the southerly part of property known as 294-298 Lake Avenue North, as shown on the attached map as APPENDIX "B", on the following basis:

- (a) That the subject lands be rezoned from "JJ" (Restricted Light Industrial) District to "KK" (Restricted Heavy Industrial) District;
- (b) That the "KK" (Restricted Heavy Industrial) District regulations as contained in Section 17A of Zoning By-law No. 6593 be amended to include the following variance as a special provision:
 - (i) That notwithstanding Section 17A(1)(3) and Section 16A(3)(c) a rear yard of a width of at least 7.6 metres (24.9 feet) shall be provided and maintained;
- (c) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1118, and that the subject lands on Zoning District Map E-113 be notated S-1118;
- (d) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-113 for presentation to City Council;
- (e) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the By-law is to provide for a change in zoning from the "JJ" (Restricted Light Industrial) District to the "KK" (Restricted Heavy Industrial) District, for the southerly part of property known as 294-298 Lake Avenue North.

The effect of the By-law is to establish uniform zoning on the subject property, for a warehouse and machine shop use.

In addition, the By-law requires that a minimum 7.6 m (24.9 ft.) wide rear yard be provided, whereas no rear yard is normally required.

6.

That **APPROVAL** be given to Zoning Application 88-110, Hamilton and District Senior Citizens' Home, "Rambynas" Incorporated, owner, for a modification to the established "A" (Conservation, Open Space, Park and Recreation) District, for property located at the rear of 1880 Main Street West, as shown on the attached map marked as **APPENDIX "C"**, on the following basis:

- (a) That the "A" (Conservation, Open Space, Park and Recreation) District regulations as contained in Section 7 of Zoning By-law No. 6593, as amended by By-law 82-148, applicable to the lands described as Block "1", be further modified to include the following variances:
 - (i) Notwithstanding Section 7.(1) of By-law No. 6593, a parking lot shall be permitted on the lands described as Block "1" in conjunction with the existing Home for Elderly Persons located on lands at 1880 Main Street West described as Block "2";
 - (ii) Notwithstanding Section 18A(24)(b)(i) of Zoning By-law No. 6593, the access driveway shall have a width of not less than 3.0m;
 - (iii) That Sections 18A(11) & (12) shall not apply;
- (b) That the amending By-law be added to section 19B of Zoning By-law No. 6593 as Schedule S-793a, and that the subject lands on Zoning District Map W-51 be notated S-793a;
- (c) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map W-51 for presentation to City Council;
- (d) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning area;
- (e) That Schedule "B" to By-law No. 79-275, as amended by By-law No. 87-223, respecting Site Plan Control be amended by adding the subject lands thereto.
- (f) That the amending by-law not be passed by City Council until the applicant has applied for and received Site Plan approval. In addition, the applicant is required to provide a survey plan showing the exact limits of the property.

NOTE: The purpose of the By-law is to provide for a modification to the "A" (Conservation, Open Space, Park and Recreation) District for property located at the rear of 1880 Main Street West.

The effect of the By-law is to permit a parking lot on the lands described as Block "1" in conjunction with the existing Home for Elderly Persons located on the lands described as Block "2".

In addition, the By-law provides for the following by-law variances:

- (a) to permit an access driveway having a minimum width of 3.0m, whereas 5.5m is required (Section 18A(24)(b)(i);
- (b) to exempt the development from providing a 1.4m landscaped planting strip, and a 1.2m high to 2.0m high visual barrier along the boundary of the parking lot adjoining the residential districts (Sections 18A(11) and (12)).

7. That APPROVAL be given to City Initiative 88-L, Regional Municipality of Hamilton-Wentworth, to delete the existing Site Plan for property located at 2825 King Street East, as shown on the attached map marked as APPENDIX "D", on the following basis:

- (a) That Sections 2, 3 and 4 of By-law No. 66-323, to amend By-law No. 6593, be deleted therefrom;
- (b) That the "E-2" (Multiple Dwellings) District regulations as contained in Section 11B of Zoning By-law No. 6593, as amended by By-law No. 66-323, applicable to the subject lands be further amended to include the following special regulation:
 - (i) That no vehicular access to or egress from Owen Place shall be permitted.
- (c) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as schedule S-34a, and that the subject lands on Zoning District Map E-106 be notated S-34a;
- (d) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593, as amended by By-law 66-323, and Zoning District Map E-106 for presentation to City Council; and,
- (e) That the proposed By-law is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the By-law is to amend By-law No. 66-323 respecting property located at 2825 King Street East.

The effect of this By-law is to delete the existing Site Plan, due to a future road widening along the subject property. In addition, the By-law prohibits vehicular access to or egress from Owen Place. It should be noted, that any future development on the remaining subject lands will be subject to Site Plan Control, and the "E-2" (Multiple Dwellings) District regulations.

8. That APPROVAL be given to Zoning Application 89-03, John Cvetkovic, owner, for a change in zoning from "L-c" (Planned Development-Commercial) District to "H" (Community Shopping and Commercial, etc.) District for the property located at 11 Cannon Street West (formerly 13 Cannon Street West), as shown on the attached map marked as APPENDIX "E", on the following basis:
- (a) That the subject lands be rezoned from "L-c" (Planned Development-Commercial) District to "H" (Community Shopping and Commercial, etc.) District;
 - (b) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map W-4 for presentation to City Council; and,
 - (c) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the By-law is to provide for a change in zoning from "L-c" (Planned Development-Commercial) District to "H" (Community Shopping and Commercial, etc.) District, for the property located at 11 Cannon Street West (formerly 13 Cannon Street West).

The effect of the By-law is to permit a restaurant on the ground floor and three (3) residential dwelling units within the existing building.

9. That APPROVAL be given to Amended Zoning Application 89-01, 673833 Ontario Limited (F. Tchamitchi), owner, requesting changes in zoning from the "AA" (Agricultural) District to the "C" (Urban Protected Residential, etc.) District (Block "1") and "HH" (Restricted Community Shopping and Commercial, etc.) District (Block "2"), and from the "AA" (Agricultural) District, modified to the "HH" (Restricted Community Shopping and Commercial, etc.) District (Block "3") to permit development for single-family detached dwellings on lands shown as Block "1" and commercial development for lands shown as Blocks "2" and "3", located at the rear of 1565 Upper James Street, as shown on the attached map marked as APPENDIX "F", on the following basis:
- (a) That the lands shown as Block "1" be rezoned from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District;
 - (b) That the lands shown as Block "2" be rezoned from "AA" (Agricultural) District to "HH" (Restricted Community Shopping and Commercial, etc.) District;

- (c) That the lands shown as Block "3" be rezoned from "AA" (Agricultural) District, modified to "HH" (Restricted Community Shopping and Commercial, etc.) District;
- (d) That the "HH" (Restricted Community Shopping and Commercial, etc.) District regulations as contained in Section 14A of Zoning By-law No. 6593, applicable to the subject lands shown as Blocks "2" and "3", be modified to include the following variances as special requirements:
 - (i) That notwithstanding Section 18A(12)(c), a visual barrier not less than 1.8m and not greater than 2.0m in height contained within a 9.1m wide landscaped strip shall be provided and maintained along the easterly lot line of the commercial zoning district; and,
 - (ii) That no access shall be permitted on the easterly lot line of the commercial zoning district.
- (e) That the amending By-law be added to section 19B of Zoning By-law No. 6593 as Schedule S-1119, and that the subject lands on Zoning District Map E-9D be notated S-1119;
- (f) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-9D;
- (g) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area; and,
- (h) That the approved Ryckmans Neighbourhood Plan be amended by redesignating the easterly portion of Block "2" from "Attached Housing" to "Commercial".

NOTE: The purpose of this By-law is to provide for changes in zoning for lands located at the rear of 1565 Upper James Street, on the following basis:

- (a) Block "1" - From "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District;
- (b) Block "2" - From "AA" (Agricultural) District to "HH" (Restricted Community Shopping and Commercial, etc.) District; and,
- (c) Block "3" - From "AA" (Agricultural) District, modified to "HH" (Restricted Community Shopping and Commercial, etc.) District.

The effect of the By-law is to permit development for single-family detached dwellings on Block "1", and retail-commercial development on Blocks "2" and "3".

In addition, the By-law provides for the following additional regulations:

- (a) to require a visual barrier not less than 1.8m and not greater than 2.0m in height contained in a 9.1 m landscaped strip to be provided and maintained along the easterly lot line of the commercial development, whereas no landscaped provisions are required; and,
- (b) to prohibit access on the easterly side of the commercial development.

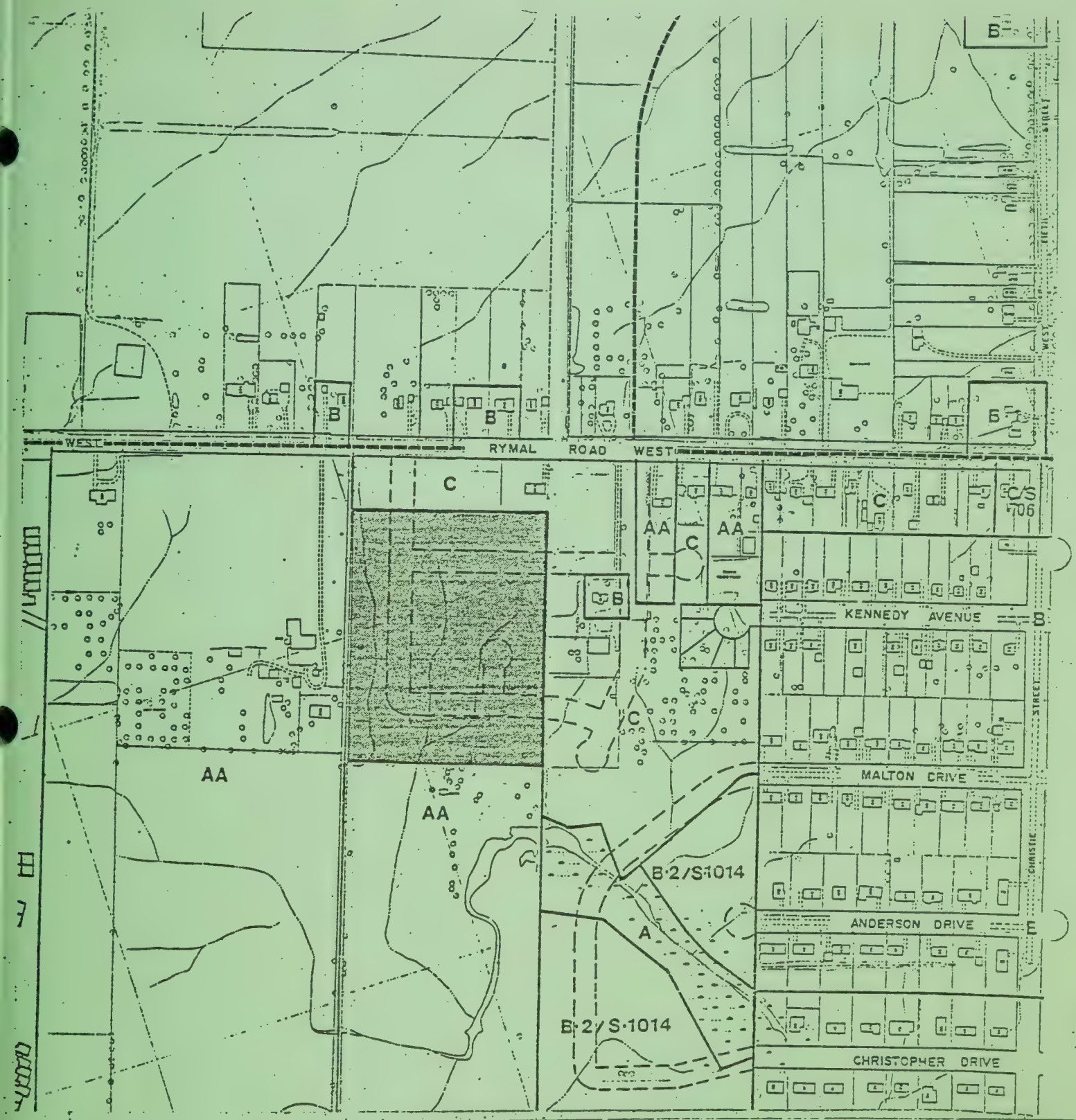
10. That leave be granted to introduce the following Bills:

- (a) Bill D-41 A By-law to adopt Official Plan Amendment No. 72 respecting land known Municipally as No. 107 Mohawk Road East.
- (b) Bill D-42 A By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 1249 Stone Church Road East.
- (c) Bill D-43 A By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 1249 Stone Church Road East.

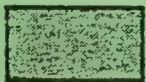
Respectfully submitted,

ALDERMAN J. SMITH, CHAIRMAN
PLANNING AND DEVELOPMENT COMMITTEE

Susan K. reeder
Secretary
1989 March 29

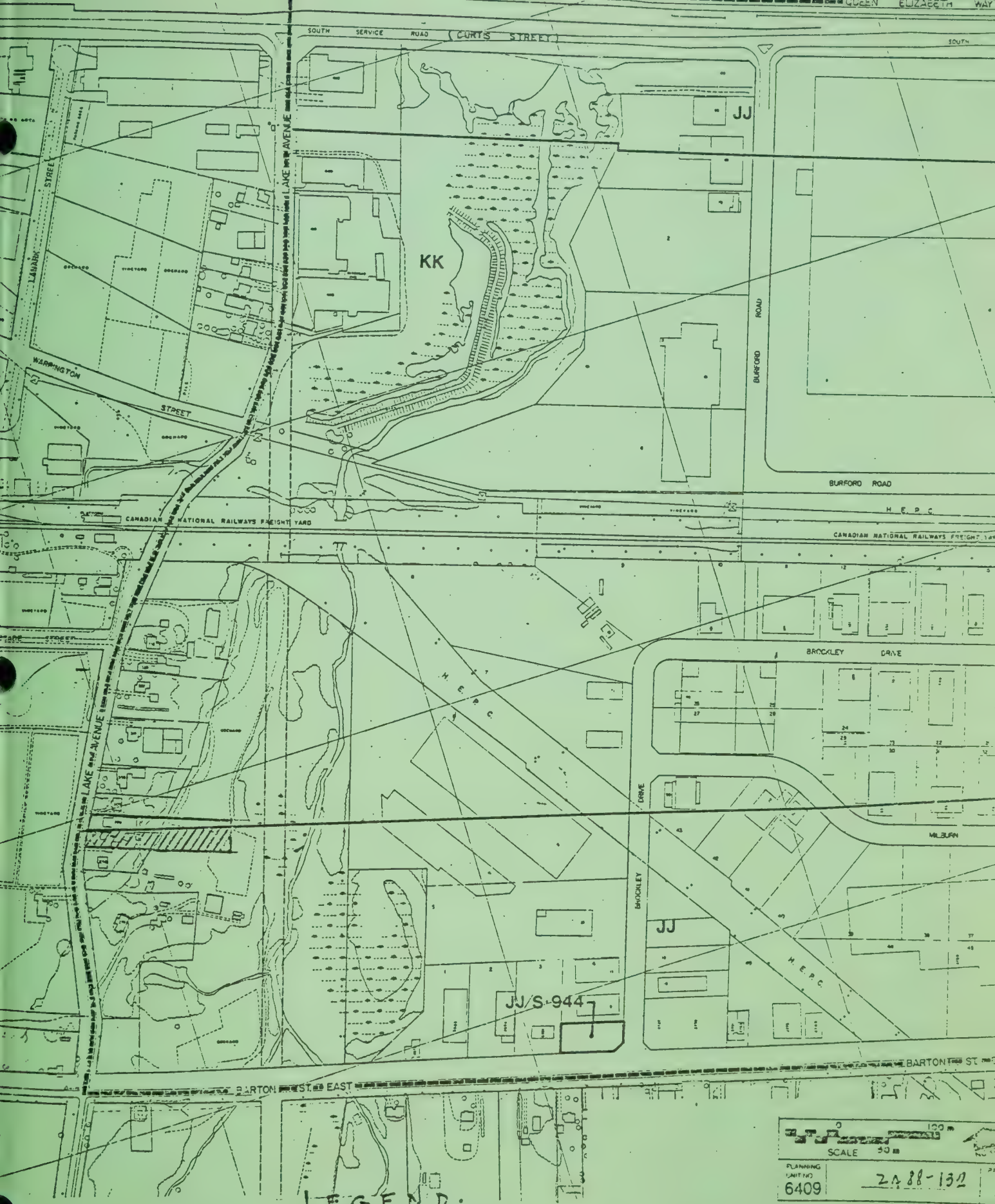


LEGEND



SITE OF THE APPLICATION





LEGEND.



SITE OF THE APPLICATION

Appendix "B" as referred to in Section 5 of the NINTH Report for 1989 of the Planning & Development Committee.

AA/S-867

SITE PLAN CONTROL
BY-LAW 84-147

G/S-955

G/S-966

RYRIDGE

CLOSE

RYRIDGE CLOSE


LEGEND

 SUBJECT SITE

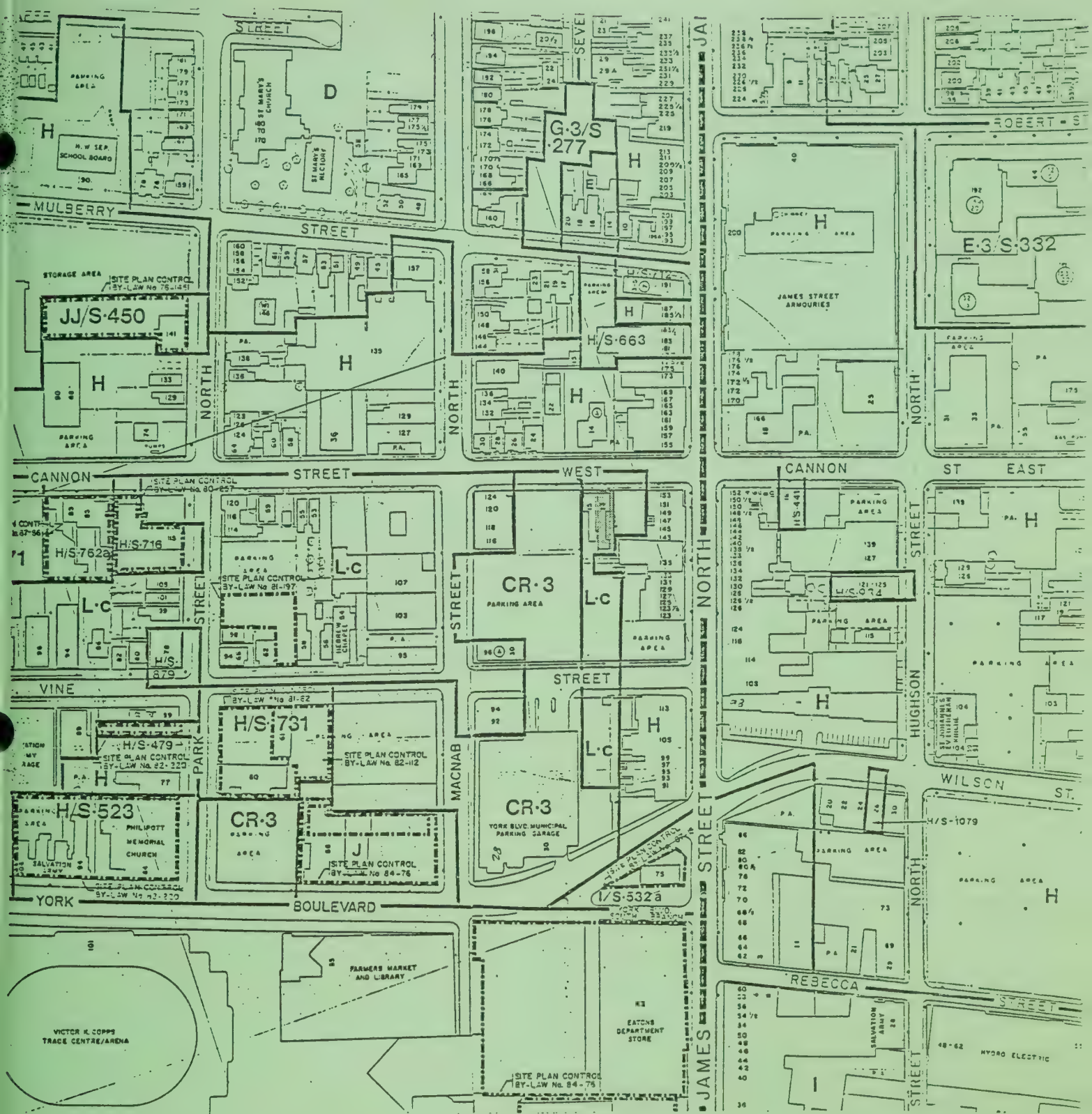
D-14

 PROPOSED ROAD WIDENING

Appendix "D" as referred to
in Section 7 of the NINTH
Report for 1989 of the
Planning & Development
Committee.


C.I. 88-L





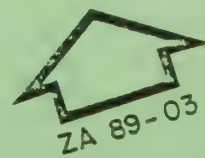
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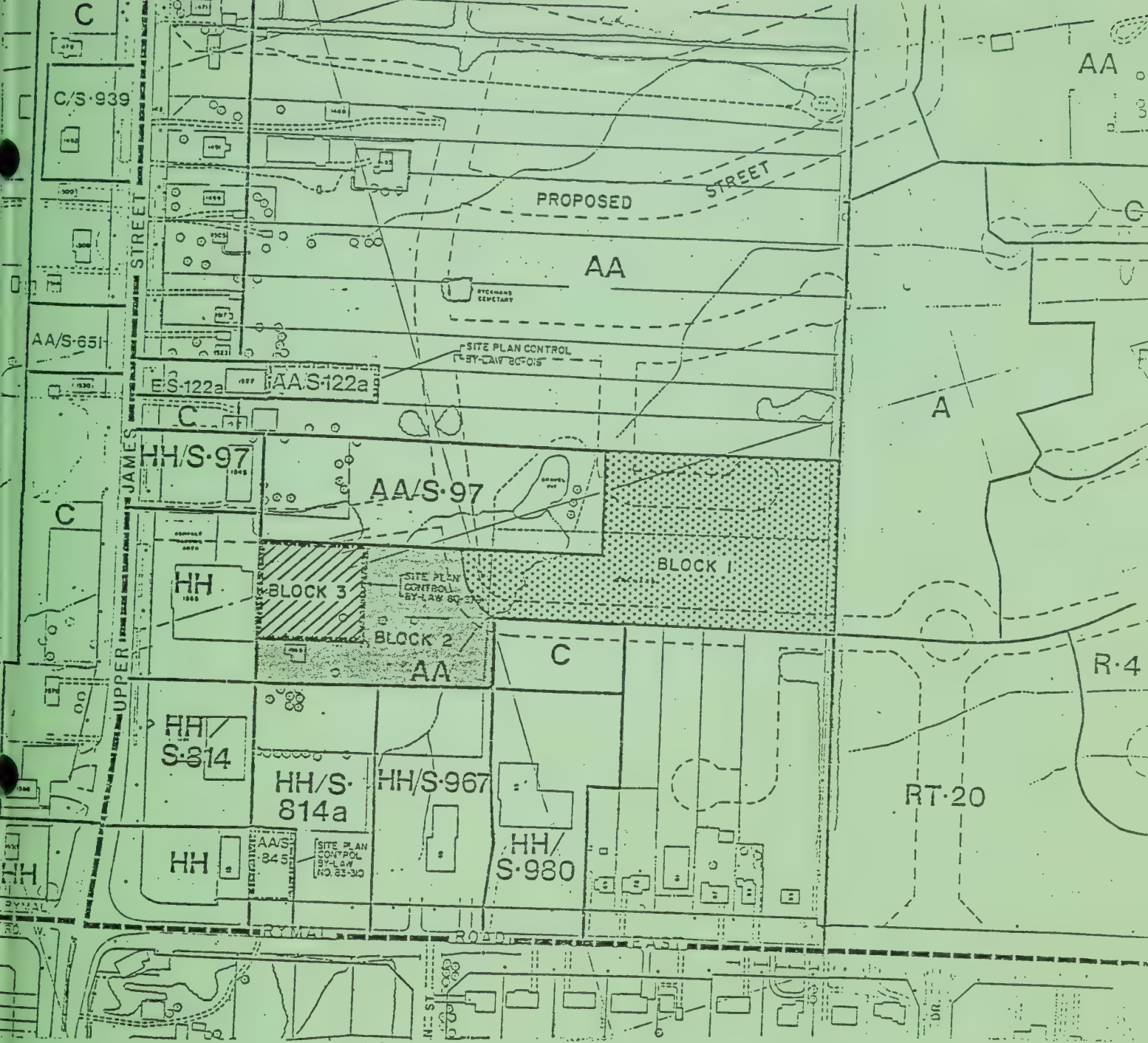


Site of the Application

D-15




Appendix "E" as referred to
in Section 8 of the NINTH
Report for 1989 of the
Planning & Development
Committee.





LEGEND

PROPOSED CHANGE IN ZONING FROM:

- BLOCK 1  "AA" (AGRICULTURAL) DISTRICT TO "C" (URBAN PROTECTED RESIDENTIAL, ETC.) DISTRICT.
- BLOCK 2  "AA" (AGRICULTURAL) DISTRICT TO "HH" (RESTRICTED COMMUNITY SHOPPING AND COMMERCIAL) DISTRICT.
- BLOCK 3  "AA" (AGRICULTURAL) DISTRICT, MODIFIED TO "HH" (RESTRICTED COMMUNITY SHOPPING AND COMMERCIAL) DISTRICT.

Appendix "F" as referred to in Section 9 of the NINTH Report for 1989 of the Planning & Development Committee.



REPORT OF THE PLANNING AND DEVELOPMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Planning and Development Committee presents its TENTH Report for 1989 and respectfully recommends:

1. (a) That an Agreement incorporating the provisions set out in a Draft Agreement annexed hereto and marked APPENDIX "A" entitled Assignment of Ground Lease between Lakeview Development Ltd. as "Assignor", GGS Hotel Holdings Canada Inc., as "Assignee" and The Corporation of the City of Hamilton as "Lessor" with respect to an assignment of the Ground Lease between the City and Lakeview affecting the "Hotel lands" with Phase 3 of L. D. Jackson Square BE APPROVED and that the Mayor and City Clerk be authorized to execute this Agreement.
 - (i) That the City of Hamilton ENTER INTO an Indemnity Agreement incorporating the provisions set out in a Draft Agreement annexed hereto and marked APPENDIX "B" with GGS Co. Ltd., which provides in effect that GGS Co. Ltd., the parent Company of GGS Hotel Holdings Canada Inc. will perform the obligations of GGS Hotel Holdings Canada Inc. under the Ground Lease in the event of a default by GGS Hotel Holdings Canada Inc. and that it will save the City harmless from any loss, costs, claims, demands or damages arising out of any failure by GGS Hotel Holdings Canada Inc. to perform the terms and conditions of the Ground Lease, and that the Mayor and City Clerk be authorized to execute this Agreement.
 - (ii) That the City of Hamilton RETURN a Letter of Credit it is holding in respect of a prepayment of rent received by Lakeview pursuant to a Sublease registered on 1984 December 31, after a good and valid surrender of the Sublease is registered on title to the Leased Premises.
- (b) That The Corporation of the City of Hamilton ENTER INTO a Lease Amending Agreement incorporating the provisions set out in a Draft Agreement annexed hereto and marked APPENDIX "C" with Lakeview Development Limited, First Phase Civic Square Limited, Second Phase Civic Square Limited, Fourth Phase Civic Square Limited, GGS Hotel Holdings Canada Inc. and King Street Hamilton Hotel Limited Partnership which will provide that Lakeview pay to the City the sum of \$200,000. in exchange for an absolute release by the City in favour of Lakeview's obligations to enter into a Sublease with the City of the Hotel Parking as contemplated by the Ground Lease, the Interface Agreement and the Development Agreement and that the Mayor and City Clerk be authorized to execute this Agreement.

- (c) That The Corporation of the City of Hamilton ENTER INTO the Pedestrian Bridge Agreement incorporating the provisions set out in a Draft Agreement annexed hereto and marked APPENDIX "D" with Lakeview Development Ltd., and Lakeview Development Ltd. and King Street Hamilton Hotel Limited Partnership for the purpose of granting an easement to the City in the Schedule "A" Leasehold land to construct, maintain and operate a climate controlled pedestrian bridge over King Street West, Hamilton, to connect the Plaza Level of the Hotel, adjacent L.D. Jackson Square facilities and premises of the City's Convention Centre and the Mayor and City Clerk be authorized to execute this Agreement. The Agreement also provides for the hours of operation and the division of annual maintenance costs (94% City - 6% Lakeview).

Furthermore, the Pedestrian Bridge Agreement authorizes an Agreement under which GGS Hotel Holdings Canada Inc. shall assume Lakeview's obligations.

- (d) That The Corporation of the City of Hamilton ENTER INTO the Truck Tunnel Easement Agreement incorporating the provisions set out in a Draft Agreement annexed hereto and marked APPENDIX "E" with Lakeview Development Ltd., and Lakeview Development Ltd. and King Street Hamilton Hotel Limited Partnership for the purpose of the City granting to Lakeview and King Street Hamilton Hotel Ltd. an easement to enter onto and use the new truck route beneath Copps Coliseum as a right-of-way for vehicular access only in a one way direction for the purpose of providing access to the loading docks for Lakeview and its suppliers. The easement will be enjoyed and used during the term of the Ground Lease (less one (1) day) (1983 May 3 to 2069 October 30). It is further recommended that the Mayor and City Clerk be authorized to execute this Agreement. The Truck Tunnel Easement Agreement also authorizes an Agreement under which GGS Hotel Holdings Canada Inc. shall assume Lakeview's obligations.

NOTE: The two Agreements referred to in Sections (c) and (d) above shall be entered into with GGS Hotel Holdings Canada Inc. if these agreements are executed after the King Street Hotel Limited Partnership Sub-lease is terminated and after a survey required under the Bridge Agreement is completed.

- (e) That The Corporation of the City of Hamilton ENTER INTO a Hotel Management Amending Agreement incorporating the provisions set out in a Draft Agreement annexed hereto and marked APPENDIX "F" with Lakeview Development Ltd., GGS Hotel Holdings Canada Inc. and King Street Hamilton Hotel Limited Partnership which provides for a change in the hotel management responsibility from Lakeview as Hotelier to Lakeview in its capacity as manager for and on behalf of GGS Hotel Holdings Canada Inc., the prospective owners of the Hotel and that the Mayor and City Clerk be authorized to execute this Agreement.

- (f) That The Corporation of the City of Hamilton ENTER INTO an Assignment of Interface Agreement incorporating the provisions set out in a Draft Agreement annexed hereto and marked **APPENDIX "G"** with Lakeview Development Ltd., GGS Hotel Holdings Canada Inc., Second Phase Civic Square Limited and Fourth Phase Civic Square Limited which provides for an assignment of the existing Interface Agreement with Lakeview to GGS and a covenant by GGS to fulfil all the terms, covenants and conditions of the Interface Agreement and that the Mayor and City Clerk be authorized to execute this Agreement.
- (g) That The Corporation of the City of Hamilton ENTER INTO a Release Agreement incorporating the provisions set out in a Draft Agreement annexed hereto and marked **APPENDIX "H"** with Citibank Canada and Lakeview Developments Ltd. which provides for the release of all rights and obligations of the Bank effective 1985 August 23 from the Citibank Agreement since the Bank has been repaid in full for any monies advanced by the Bank to Lakeview and there are not outstanding obligations to the City by the Bank under the Citibank Agreement and that the Mayor and City Clerk be authorized to execute this Agreement.
- (h) That the Certificate of Final Completion incorporating the provisions set out in a Draft Certificate annexed hereto and marked **APPENDIX "I"** BE ISSUED by The Corporation of the City of Hamilton to GGS Hotel Holdings Canada Inc. and Lakeview Development Ltd. recognizing that the Hotel Improvements have been completed in conformity with the Final Working Drawings and specifications and the Developer has installed the furnishings, fixtures and equipment and has otherwise complied with the opening requirements as set out in Schedule "K" of the Development Agreement.
- (i) That Mr. D. W. Vyce, Co-ordinator of the Lloyd D. Jackson Square as Chairman of the Review Authority and Alderman W. M. McCulloch, as a Member of the Review Authority be authorized to execute the Certificate of Completion on behalf of the City.
- (i) That the Corporation of the City of Hamilton ISSUE an Estoppel Certificate incorporating the provisions set out in a Draft Certificate annexed hereto and marked **APPENDIX "J"** to GGS Hotel Holdings Canada Inc. and GGS Co. Ltd. certifying that the City's Development Agreement and Ground Lease with Lakeview are in good standing, subject to the Agreements mentioned therein being registered by Lakeview and that the Mayor and City Clerk be authorized to execute this Certificate.

- (j) That the Certificate regarding the "Original Development Agreement" incorporating the provisions set out in a Draft Certificate annexed hereto and marked APPENDIX "K" BE ISSUED by the Review Authority on behalf of the City certifying that the Developer, Greater Hamilton Developers Limited has no outstanding obligations with regard to the property upon which the Sheraton Hamilton Hotel is situated, under the Original Development Agreement, save as set out in the Interface Agreement or contained in the Ground Lease between the City and Lakeview.
- (i) That Mr. D. W. Vyce, Co-ordinator of the Lloyd D. Jackson Square be authorized to execute this Certificate on behalf of the City as a member of the Review Authority.
- (k) That a Certificate on General Matters incorporating the provisions set out in the Draft Certificate annexed hereto and marked APPENDIX "L" BE EXECUTED by the Mayor and City Clerk to approve proposed alterations to the Hotel's Banquet facilities and to confirm the status of several previous agreements with Lakeview Development Limited.
- (l) That the City Treasurer BE DIRECTED to invest the lump sum payment of \$200,000. for the highest possible compound value.

Respectfully submitted,

ALDERMAN J. SMITH, CHAIRMAN
PLANNING AND DEVELOPMENT COMMITTEE

Susan K. Reeder
Secretary
1989 April 7

ASSIGNMENT OF GROUND LEASE

THIS AGREEMENT made as of and effective from the 31st day of March, 1989.

BETWEEN:

LAKEVIEW DEVELOPMENT LTD.,

(hereinafter referred to as the "Assignor")

OF THE FIRST PART,

- and -

GGG HOTEL HOLDINGS CANADA INC.,

(hereinafter referred to as the "Assignee")

OF THE SECOND PART,

- and -

THE CORPORATION OF THE CITY OF HAMILTON,

(hereinafter referred to as the "Lessor")

OF THE THIRD PART,

WHEREAS by a Ground Lease dated the 3rd day of May, 1983 and registered in the Land Registry Office for the Registry Division of Wentworth (No. 62) on the 31st day of January, 1984 as Instrument Number 271066 C.D. amended by certain agreements including, by agreement dated May 3, 1983 registered September 17, 1984 as Instrument No. 292838 C.D. and by agreement dated July 29, 1983 registered September 17, 1984 as Instrument No. 292840 and by agreement dated March 31, 1989 registered on the * day of *, 1989, as Instrument No. * (the "Lease"), the Lessor leased to the Assignor as lessee, certain premises (the "Leased Premises") in the City of Hamilton, in the Province of Ontario and described in the Lease and in Schedule "A" attached hereto for and during a term (the "Term") of eighty-six (86) years, five (5) months and twenty-eight (28) days, commencing on the 3rd day of May, 1983 and expiring on the 31st day of October, 2069;

AND WHEREAS the Lease contains a covenant on the part of the lessee ("Lessee") not to assign the Lease or sublet the Leased Premises without the consent of the Lessor;

AND WHEREAS the Assignor has agreed to assign the Lease to the Assignee subject to obtaining the consent of the Lessor to such assignment;

AND WHEREAS the Assignor has applied to the Lessor for the consent of the Lessor to assign the Lease to the Assignee, subject to and upon the conditions herein set out;

AND WHEREAS the Lessor has agreed to grant its consent to the within assignment as of the 31st day of March, 1989 (the "Effective Date") subject to the terms and conditions herein set out;

Appendix "A" as referred to in Section 1(a) of the TENTH Report for 1989 of the Planning and Development Committee.

AND WHEREAS GGS Co. Ltd. (the "Guarantor") has agreed to execute the indemnity agreement attached hereto as Schedule "B" for the purpose of acknowledging the Guarantor's agreement to indemnify and save the Lessor harmless from and against non-payment of rent and any non-observance or non-performance of any of the other terms, covenants and conditions contained in the Lease to be observed and performed on the part of the Lessee therein;

NOW THEREFORE in consideration of the mutual covenants and agreements between the parties to this Agreement and the sum of One Dollar (\$1.00) that has been paid by each of the parties to each of the others, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. The Assignor hereby transfers, sets over and assigns unto the Assignee, as of and from the Effective Date, all of its right, title and interest in the Lease and the Leased Premises including the unexpired residue of the term of the Lease and all benefits to be derived thereunder.

To have and to hold the same unto the Assignee, subject to the payment of the rent and such other amounts as may hereafter become due and payable under the terms of the Lease and the observance and performance of the covenants of the Lessee and conditions contained in the Lease.

2. The Assignor covenants and agrees with the Assignee that:

- (a) The Lease is a good, valid and subsisting Lease in full force and effect, the rent thereby reserved has been duly paid up to the Effective Date, and the Assignor is not in default under any of the covenants, terms and conditions therein contained as of the Effective Date;
- (b) The Assignor has good right, full power and absolute authority to assign the Leased Premises and the Lease in the manner aforesaid, according to the true intent and meaning of this Agreement, free and clear of all liens, mortgages, charges and encumbrances, except for such permitted encumbrances as are set out in Schedule "C" attached hereto or as may be accepted from time to time by the Assignee, and subject to receipt of certain approvals, including the approval of the Lessor, which have been or shall be obtained prior to the Effective Date hereof;
- (c) Subject to the payment of rent and to the observance and performance of the terms, conditions contained in the Lease on the part of the Lessee therein to be observed and performed, and subject to the terms and conditions of the Lease, the Assignee may enter into and upon and hold and have quiet enjoyment of the Leased Premises for the residue of the Term granted by the Lease for its own use and benefit without any interruption by the Assignor or by any person whomsoever claiming through or under the Assignor;

- (d) The Assignor will from time to time hereafter, at the request and cost of the Assignee, promptly execute such further assurances of the assignment of the Lease as the Assignee may reasonably require;
- (e) The Assignor will indemnify and save harmless the Assignee from all actions, suits, costs, losses, charges, demands and expenses in respect of any non-payment of any amount payable under the Lease or any non-observance or non-performance of any covenant in the Lease by the Assignor prior to the Effective Date.

3. The Assignee covenants with the Assignor that:

- (a) It will at all times during the balance of the Term of the Lease pay the rent and all other amounts required to be paid by the Assignor in its capacity as "Lessee", under the Lease and observe and perform the terms, covenants and conditions contained in the Lease on the part of Assignor in its capacity as "Lessee" therein, to be observed and performed, including, without limitation, the provisions of the Lease relating to the permitted use of the Leased Premises; and
- (b) It will indemnify and save harmless the Assignor from all actions, suits, costs, losses, charges, demands and expenses incurred or suffered by the Assignor as a direct or indirect result of any breach by the Assignee of the covenant provided for in paragraph 3(a) above, or any breach by the Assignee of any term of the Lease, or any failure or refusal to pay any rent or any other amount, or any failure or refusal to observe, perform and comply with the terms of the Lease.

4. The Assignee hereby covenants and agrees with the Lessor that it will at all times from and after the Effective Date during the balance of the Term of the Lease pay the rent reserved by the Lease and all other payments covenanted to be paid by the Lessee therein at the times and in the manner provided for in the Lease, and will observe and perform all of the terms, covenants and conditions contained in the Lease on the part of the Lessee therein to be observed and performed as and when the same are required to be observed and performed as provided by the Lease, including, without limitation, the provisions of the Lease relating to the permitted use of the Leased Premises.

5. The Assignee acknowledges that it has received a copy of the executed Lease and is familiar with the terms, covenants and conditions contained therein.

6. The Lessor consents to this assignment of the Lease from the Assignor to the Assignee as of and from the Effective Date upon and subject to the following terms and conditions:

- (a) This consent does not in any way derogate from the rights of the Lessor under the Lease nor operate to release the Assignor from its obligation to pay rent from time to time becoming due under the Lease and from the non-observance or non-performance of all of the terms, covenants

and conditions contained in the Lease on the part of the Lessee therein to be observed and performed (and the Lessor's rights and remedies arising as a result of any such non-performance or non-observance) all subject to the terms of the Lease and notwithstanding the within assignment (or any disaffirmance or disclaimer of the within assignment), the Assignor shall remain liable during the balance of the Term of the Lease for the observance and performance of all the terms, covenants and conditions contained in the Lease.

- (b) Notwithstanding any variations in the Lease, the Assignor hereby waives any right it may have to obtain the benefit of surety or similar equitable principles which might affect its liability as hereinbefore referred to;
- (c) This consent does not constitute a waiver of the necessity for consent to any further transfer, assignment, sublease, mortgaging or encumbering of the Lease or the Leased Premises or the parting with or sharing possession of all or any part of the Leased Premises by the Assignee. If the Assignee proposes to effect a further transfer, assignment, sublease, mortgage or encumbrance of the Lease or Leased Premises, the terms of the Lease and this Agreement shall apply and must be observed. For the purpose of this provision, any transfer, or issue by sale, bequest, inheritance, operation of law or other disposition or by subscription from time to time of all or any part of the corporate shares of the Assignee which results, in the Lessor's opinion, in any change in the present effective voting control of the Assignee, shall be deemed to be a transfer within the meaning of this Agreement, and the transferee shall be deemed to be the party or parties who acquire the said shares and the provisions herein regarding any transfer and transferee shall apply mutatis mutandis thereto.
- (d) By giving its consent pursuant to this Agreement, the Lessor does not hereby acknowledge or approve of any of the terms of this Agreement as between the Assignor and Assignee nor does the Lessor acknowledge or approve thereby of any other agreement between the Assignor and the Assignee, except for the assignment itself;
- (e) The Assignor and the Assignee shall, at their expense, promptly execute such further documentation with respect to Leased Premises as the Lessor reasonably requires from time to time;
- (f) The Assignee shall from and after the Effective Date maintain the insurance which the Lessee is required to take out pursuant to the Lease.
- (g) The Assignor agrees to maintain in force its insurance as required by the Lease until the Lessor has received the evidence of insurance required by section 6(f) hereof;

- (h) The Assignee acknowledges and agrees that:
- (i) it is accepting possession of the Leased Premises in an "as is" condition as of the Effective Date;
 - (ii) the Lessor has no responsibility or liability for making any renovations, alterations, repairs, improvements in or to the Leased Premises;
 - (iii) all further renovations, alterations, repairs, improvements in or to the Leased Premises including without limitation those set out in Schedule "D" hereto, shall involve no cost or expense to the City and shall be completed strictly in accordance with the provisions of the Lease as may be amended from time to time;
 - (iv) in accordance with the requirements of section 4 of the Lease, the Assignee agrees that this assignment is subject to the Lessor's absolute right of property in the Improvements as defined in the Lease, with this right of the Lessor, effective upon the termination of the Lease and being in priority to any other interest in the Improvements which may now exist or hereafter be created or acquired by the Lessee or the Assignee and that all dealings by the Lessee or the Assignee which in any way affect the title of the Improvements shall be made expressly subject to the Lessor's absolute right of property in the Improvements;
 - (v) in the event of termination of the Lease in accordance with the provisions thereof, the rights of the Assignee shall terminate automatically in accordance with the provisions of the Lease;
 - (vi) it shall not mortgage its leasehold interest nor agree to mortgage its leasehold interest unless it has obtained the consent of the Lessor and the mortgagee has executed an agreement with the Lessor pursuant to section 16.01 of the Lease in the form required by the Lease. Any mortgage in contravention of this provision shall be null and void;
 - (vii) the provision in section 22.09 of the Lease indicating that the Lessor will honour the Hotel Agreement, does not and shall not be interpreted as imposing any financial liability whatsoever on the Lessor;
- (i) This assignment of the Lease is deemed not to have been delivered to the Assignee by the Assignor until the consent of the Lessor has been evidenced by the execution of this Agreement by the Lessor and the delivery thereof to both the Assignor and the Assignee.

7. (a) The Lessor confirms and acknowledges that the Lease is valid, in good standing and in full force and effect, unchanged and unmodified except in accordance with this Agreement. It is understood and agreed that all terms and expressions when used in this Agreement have the same meaning as they have in the Lease; and

(b) The Lessee, Assignor and Assignee do in all other respects hereby confirm that the Lease is in full force and effect, unchanged and unmodified except in accordance with the Agreement. It is understood and agreed that all terms and expressions when used in this Agreement have the same meaning as they have in the Lease.

8. The Lessor acknowledges that it is holding a Letter of Credit in respect of a prepayment of rent received by the Assignor pursuant to a Sublease registered as Instrument No. *. The Lessor agrees to return this Letter of Credit after a good and valid surrender of the Sublease is registered on title to the Leased Premises.

9. This Agreement shall be interpreted under and governed by the laws of the Province of Ontario.

10. The parties hereto do hereby agree that the address for service of the Lessee under Section 21.01 of the Lease shall be amended to include the address for service of the Assignee, by inserting the following immediately prior to the second sentence in section 21.01:

With a copy to be delivered addressed to the attention of an officer of
GGS Hotel Holdings Canada Inc. at:

Messrs. McMillan, Binch
P.O. Box 38, South Tower
Royal Bank Plaza
Toronto, Ontario M5J 2J7

Attention: Mr. David McCordic

11. The Assignee shall not be entitled to assign, sublet, transfer, mortgage, encumber or convey its interest in the Lease or the Leased Premises or any part thereof unless the Assignee shall have obtained the consent of the Lessor thereto, pursuant to and as more fully set out in the Lease as amended from time to time and the assignee, sublessee or transferee has executed an assumption agreement in registrable form with the Lessor in the form attached hereto as Schedule "E" whereby the assignee, sublessee or transferee agrees to be bound by the provisions of the Lease as amended hereby. Any assignment, sublet, transfer or conveyance in contravention of this provision shall be null and void.

12. The parties hereto hereby acknowledge, confirm and agree that the recitals above are true and form part of this Agreement.

13. This Agreement shall enure to the benefit of and shall be binding upon the Assignor, the Assignee, the Lessor, and their permitted successors and permitted assigns, respectively.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written by affixing their respective corporate seals under the hands of their proper signing officers duly authorized in that behalf.

LAKEVIEW DEVELOPMENT LTD.

Per: _____

Per: _____

GGG HOTEL HOLDINGS CANADA INC.

Per: _____

Per: _____

**THE CORPORATION OF THE CITY OF
HAMILTON**

Per: _____

Per: _____

SCHEDULE "B"

Indemnity Agreement

THIS AGREEMENT made as of and effective from the 31st day of March, 1989

B E T W E E N :

THE CORPORATION OF THE CITY OF HAMILTON

(hereinafter referred to as the "Lessor")

OF THE FIRST PART

- and -

GGG CO. LTD.

(hereinafter referred to as "Indemnifier")

OF THE SECOND PART

In order to induce the Lessor to enter into an Assignment of Ground Lease (the "Agreement") a copy of which is attached hereto, dated as of and effective from the 31st day of March, 1989, and made between Lakeview Development Ltd., as Assignor and GGS Hotels Canada Inc. as Assignee, with respect to a certain lease (the "Lease") dated the 3rd day of May, 1983, and made between Lessor, as lessor, and Lakeview Development Ltd., as lessee (as more particularly described in the Agreement), and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Indemnifier hereby makes the following indemnity and agreement (the "Indemnity") with and in favour of the Lessor:

1. The Indemnifier hereby agrees with the Lessor that at all times during the Term of the Lease and any extension or renewal of the Lease (the Lease and the Agreement being herein referred to as the "Lease") it will:

- (a) make the due and punctual payment of all Rent, monies, charges and other amounts of any kind whatsoever payable under the Lease by the Lessee whether to the Lessor or otherwise and whether the Lease has been disaffirmed or disclaimed;
- (b) effect prompt and complete performance of all and singular the terms, covenants and conditions contained in the Lease on the part of the Lessee to be kept, observed and performed; and,
- (c) indemnify and save the Lessor harmless from any loss, costs, claims, demands, or damages arising out of any failure by the Lessee to pay the aforesaid Rent, monies, charges or other amounts due under the Lease or resulting from any failure by the Lessee to observe or perform any of the terms, covenants and conditions contained in the Lease.

2. This Indemnity is absolute and unconditional and the obligations of the Indemnifier shall not be released, discharged, mitigated, impaired or affected by:

- (a) any extension of time, indulgences or modifications which the Lessor extends to or makes with the Lessee in respect of the performance of any of the obligations of the Lessee under the Lease;

Appendix "B" as referred to in Section 1(a)(i) of the TENTH Report for 1989 of the Planning and Development Committee.

- (b) any waiver by or failure of the Lessor to enforce any of the terms, covenants or conditions contained in the Lease;
- (c) any assignment of the Lease by the Assignee or by any trustee, receiver or liquidator;
- (d) any consent which the Lessor has given to the Agreement or to any subletting;
- (e) any amendment to the Lease or any waiver by the Lessee of any of its rights under the Lease;
- (f) the expiration of the Term; or,
- (g) any limitation on recovery or otherwise imposed on the Lessor, including without limitation under section 22.13 of the Lease whereunder any recovery by the Lessor is limited to the Leased Premises, with the Lessor to be entitled to recover against all of the assets of the Indemnifier in addition to the interest in the Leased Premises of the Assignee.

3. The Indemnifier hereby expressly waives notice of the acceptance of this Agreement and all notice of non-performance, non-payment or non-observance on the part of the Lessee of the terms, covenants and conditions contained in the Lease. Without limiting the generality of the foregoing, any notice which the Lessor desires to give to the Indemnifier shall be sufficiently given if delivered or if mailed by prepaid registered or certified post addressed to the Indemnifier at the Leased Premises, and every such notice is deemed to have been given upon the day it was so delivered or if mailed, seventy-two (72) hours after it was mailed. The Indemnifier may designate by notice in writing a substitute address in Ontario for that set forth above and thereafter notices shall be directed to such substitute address.

4. In the event of a default under the Lease or under this Indemnity, the Indemnifier waives any right to require the Lessor to:

- (a) proceed against the Assignor or the Lessee or pursue any rights or remedies against the Assignor or the Lessee with respect to the Lease;
- (b) proceed against or exhaust any security of the Assignor or the Lessee held by the Lessor; or
- (c) pursue any other remedy whatsoever in the Lessor's power. The Lessor has the right to enforce this Indemnity regardless of the acceptance of additional security from the Assignor or Lessee and regardless of any release or discharge of the Assignor or Lessee by the Lessor or by others or by operation of any law.

5. Without limiting the generality of the foregoing, the liability of the Indemnifier under this Indemnity is not and is not deemed to have been waived, released, discharged, impaired or affected by reason of the release or discharge of the Assignor or Assignee in any receivership, bankruptcy, winding up or other creditors' proceedings or the rejection, disaffirmance or disclaimer of the Lease in any proceeding and shall continue with respect to the periods prior thereto and thereafter, for and with respect to the Term as if the Lease had not been disaffirmed or disclaimed, and in furtherance hereof, the Indemnifier agrees, upon any such disaffirmance or disclaimer, that the Indemnifier shall, at the option of the Lessor, become the lessee of the Lessor upon the same terms and conditions as are contained in the Lease, applied mutatis mutandis. The liability of the Indemnifier shall not be affected by any repossession of the Leased Premises by the Lessor, provided, however, that the net payments received by the Lessor after deducting all costs and expenses of repossessing and reletting the Leased Premises

shall be credited from time to time by the Lessor against the indebtedness of the Indemnifier hereunder and the Indemnifier shall pay any balance owing to the Lessor from time to time immediately upon demand.

6. No action or proceedings brought or instituted under this Indemnity and no recovery in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this Indemnity by reason of any further default hereunder or in the performance and observance of the terms, covenants and conditions contained in the Lease.

7. No modification of this Indemnity shall be effective unless the same is in writing and is executed by both the Indemnifier and the Lessor.

8. The Indemnifier shall, without limiting the generality of the foregoing, be bound by this Indemnity in the same manner as though the Indemnifier were the Lessee named in the Lease.

9. All the terms, covenants and conditions of this Indemnity extend to and are binding upon the Indemnifier, its administrators, successors and assigns, and enure to the benefit of and may be enforced by the Lessor, its successors and assigns, as the case may be.

10. The expressions "Lessor", "Lessee", "Rent", "Term", and "Leased Premises" and other terms or expressions where used in this Indemnity, respectively, have the same meaning as in the Lease.

11. This Agreement shall be construed in accordance with the laws of the Province of Ontario.

12. Wherever in this Indemnity reference is made to the Lessor, the Lessee or the Assignee, the reference is deemed to apply also to the respective administrators, successors and assigns and permitted assigns, respectively, of the Lessor, the Lessee and the Assignee, as the case may be. Any assignment by the Lessor of any of its interest in the Lease operates automatically as an assignment to such assignee of the benefit of this Indemnity.

IN WITNESS WHEREOF the Lessor and the Indemnifier have signed and sealed this Indemnity.

SIGNED, SEALED AND DELIVERED
in the presence of:

THE CORPORATION OF THE CITY OF
HAMILTON

Per: _____

GGs CO. LTD.

Per: _____

Witness



THIS AGREEMENT made as of the 31st day of March, 1989, **McMILLAN, BINCH**

B E T W E E N:

.....

THE CORPORATION OF THE CITY OF HAMILTON

(hereinafter called the "City")

OF THE FIRST PART

- and -

LAKEVIEW DEVELOPMENT LIMITED

(hereinafter called "Lakeview")

OF THE SECOND PART

- and -

FIRST PHASE CIVIC SQUARE LIMITED

(hereinafter called "First Phase")

OF THE THIRD PART

- and -

SECOND PHASE CIVIC SQUARE LIMITED

(hereinafter called "Second Phase")

OF THE FOURTH PART

- and -

FOURTH PHASE CIVIC SQUARE LIMITED

(hereinafter called "Fourth Phase")

OF THE FIFTH PART

- and -

GGS HOTEL HOLDINGS CANADA INC.

(hereinafter called "GGS")

OF THE SIXTH PART

- and -

KING STREET HAMILTON HOTEL LIMITED
PARTNERSHIP

(hereinafter called the "Limited Partnership")

OF THE SEVENTH PART

WHEREAS:

1. The City, as lessor, has entered into a ground lease with Second Phase, as lessee, dated November 19, 1975, which lease has been registered as Instrument No. 21613C.D.;

Appendix "C" as referred to in Section 1(b) of the TENTH Report for 1989 of the Planning & Development Committee.

2. The City, as lessor, has entered into a ground lease with Fourth Phase, as lessee, dated June 1, 1981, which lease has been registered as Instrument No. 197189C.D.;

3. The City, as lessor, has entered into a ground lease with Lakeview, as lessee, dated May 3, 1983, which lease has been registered as Instrument No. 271066C.D. and which lease was amended by agreements dated May 3, 1983 and July 29, 1983 such amending agreements being registered as Instruments No. 292838C.D. and No. 292840C.D. respectively (such lease and amending agreements being collectively called the "Hotel Lease");

4. The City and Lakeview entered into an agreement dated November 19, 1981, registered as Instrument No. 292836C.D., in which Lakeview agreed, inter alia, to construct a hotel (hereinafter called the "Hotel") on the lands referred to in the Hotel Lease, which agreement was amended by further agreements dated August 3, 1982, May 3, 1983 and July 29, 1983 registered as Instrument Nos. 292837C.D., 292838C.D. and 292840C.D. (such agreements and amendments being collectively called the "Development Agreement");

5. The City, Lakeview, Second Phase and Fourth Phase have entered into an interface agreement dated as of July 30, 1984, which agreement has been registered as Instrument No. 161659L.T. and as Instrument No. 320192C.D. (herein referred to as the "Interface Agreement");

6. The Development Agreement, the Hotel Lease and the Interface Agreement provide and set out, inter alia, certain rights and obligations of the parties hereto, namely:

- (a) that Lakeview, as sublessor, shall sublease to the City, as sublessee, the parking area to be included in the construction of the Hotel; and

(b) that the City, Lakeview, Fourth Phase, Second Phase and First Phase Civic Square Limited ("First Phase") shall enter into a hotel parking agreement (the "Hotel Parking Agreement") wherein the parking area of the Hotel (the "Hotel Parking") shall be pooled with the underground parking provided by Fourth Phase, Second Phase and First Phase on such basis as shall be agreed upon by the parties hereto in the Hotel Parking Agreement;

7. The City and Lakeview wish to amend the Hotel Lease and the parties hereto wish to amend the Interface Agreement all on the terms, covenants and conditions as hereinafter set out.

NOW THEREFORE in consideration of the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, this agreement witnesseth as follows:

1. Lakeview shall pay to the City, upon the execution of this Agreement, the sum of TWO HUNDRED THOUSAND (\$200,000.) DOLLARS in exchange for the absolute release by the City in favour of Lakeview of Lakeview's obligations to enter into a sublease with the City of the Hotel Parking as contemplated by the Hotel Lease, the Interface Agreement and the Development Agreement and, without limiting the generality hereof, as more specifically set out and described in Section 22.14 of the Hotel Lease.

2. The City and Lakeview do each hereby release absolutely the other from their mutual obligations to enter into a sublease of the Hotel Parking as contained in the Hotel Lease and the Development Agreement and, without limiting the generality hereof, as more specifically set out and described in Section 22.14 of the Hotel Lease and Section 5.01 of the Development Agreement. Subject to the rights of the City under subparagraph 3.03(a)(iii) of the Hotel Lease, the City also hereby releases to receive as additional rent the payments for the capital costs described therein.

Lakeview and its successors in title to the Hotel from all/^{other}claims or requests for consideration arising from or based on the City's capital contribution to the cost of construction of the Hotel including the Hotel Parking.

3. Lakeview hereby releases absolutely and forever discharges the City from its obligations to provide at its expense and pay for the operation and maintenance of the Hotel Parking as such parking is more specifically referred to and identified in the Development Agreement and the Hotel Lease, including without limitation, Section 5.01 of the Development Agreement and Section 4.02 of the Hotel Lease.

4. The City and Lakeview hereby agree that the Hotel Lease is further amended by the addition of the following as subparagraphs (c), (d) and (e) to Section 12.01 of Article XII:

- (c) (i) upon the registration of an assignment of this lease by the Lessee to a third party (herein the "First Assignee"), which assignment requires the leave of the Lessor under the provisions of subparagraph (a) of this Section 12.01, and upon such leave being granted by the Lessor, the Lessee shall continue to be bound by all of the terms, covenants and conditions as contained in this lease and such assignment shall not release or impair the continuing obligations of the Lessee thereunder; and
- (ii) upon the registration of an assignment of this lease by the First Assignee to a third party, which assignment requires the leave of the Lessor under the provisions of subparagraph (a) of this Section 12.01, and upon such leave being granted by the Lessor, then the Lessee, the First Assignee and any guarantor(s) of the obligations

and liabilities of the First Assignee in respect of all obligations and liabilities from and after registration of the assignment shall automatically be released from their respective obligations to perform and/or comply with the terms, covenants and conditions contained in this lease and/or in any guarantees or indemnities in favour of the Lessor, as the case may be; and upon the registration of such assignment by the First Assignee to a third party the last sentence of Section 12.01(a) and Section 22.13 of this lease shall be deemed deleted from this lease and of no further force or effect.

- (d) Notwithstanding the provisions contained in Section 22.10 of this lease, upon any request being made to the City by the Lessee, the First Assignee or any subsequent assignee or sub-tenant under this lease, the City shall have 45 days after receipt of such request to advise the requesting party in writing either that it grants its leave to such request or that it withholds its leave to such request, the remaining provisions contained in Section 22.10 to continue to apply;
- (e) The third party on registration of such assignment shall execute and deliver to the Lessor such further assurances of the matters set out in this Section 12.01 as the Lessor may reasonably require;
- (f) The parties agree that GGS is the First Assignee.

5. The City and Lakeview acknowledge and agree that there shall be no accounting whatsoever as between themselves for any income and/or operating expenses including, without limiting the generality hereof, construction costs, structural repairs,

maintenance and ordinary repairs and the operating of the Hotel Parking received and/or incurred by Lakeview up to and including the date of execution of this Agreement.

6. The City acknowledges and agrees that notwithstanding Section 5.01 of the Development Agreement the City is and shall not be entitled to any revenues whatsoever derived from the operation of the Hotel Parking.

7. The City hereby releases Lakeview, Second Phase, Fourth Phase and First Phase from their obligations to enter into the Hotel Parking Agreement with the City as contained in the Interface Agreement and, without limiting the generality hereof, as more specifically set out and described in Section 4 of the Interface Agreement.

8. Lakeview, Second Phase and Fourth Phase do each hereby release the City from its obligations under or connected to the Interface Agreement, to enter into the Hotel Parking Agreement and any easement agreements related thereto, including without limitation the obligations specifically set out in Section 4 of the Interface Agreement. Notwithstanding the foregoing the City agrees that it shall provide at its cost, the amended reference plan required by Section 4.5 of the Interface Agreement.

9. Lakeview, Second Phase and Fourth Phase hereby confirm, as amongst themselves, their continuing obligations, as contained in the Interface Agreement, to enter into the Hotel Parking Agreement and, without limiting the generality thereof, the Hotel Parking Agreement as more specifically set out and described in Section 4 of the Interface Agreement.

10. The City and Lakeview do in all respects hereby confirm that the Hotel Lease is in full force and effect, unchanged and unmodified, except as contained in and in accordance with this Agreement.

11. The parties hereto do in all respects hereby confirm that the Interface Agreement is in full force and effect,

unchanged and unmodified, except as contained in and in accordance with this Agreement.

12. It is understood and agreed that all terms and expressions when used in this Agreement shall, where such terms and expressions refer to the Hotel Lease, have the same meanings as they have in the Hotel Lease and, where such terms and expressions refer to the Interface Agreement, have the same meanings as they have in the Interface Agreement.

13. Lakeview, the Limited Partnership and GGS hereby jointly and severally irrevocably indemnify and save harmless the City, its successors and assigns from and against all damages, losses and costs of any kind incurred by the City as a result of any action, cause of action, claim or demand by a third party based upon the execution and delivery of this Agreement by the City, and/or the release of parking rights hereunder.

14. This Agreement is subject to the approval of Canada Mortgage and Housing Corporation and the Minister of Municipal Affairs.

15. Lakeview, the Limited Partnership and GGS agree that this Agreement shall be registered against title to the Hotel lands.

16. First Phase, GGS and the Limited Partnership acknowledge the foregoing Agreement and concur with its terms.

17. This Agreement shall be interpreted under and governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first written above by affixing their respective corporate seals under the hands of their proper signing officers duly authorized in that behalf.

**THE CORPORATION OF THE CITY OF
HAMILTON**

Per: _____

c/s

Per: _____

LAKEVIEW DEVELOPMENT LIMITED

Per: _____

c/s

Per: _____

FIRST PHASE CIVIC SQUARE LIMITED

Per: _____

c/s

Per: _____

SECOND PHASE CIVIC SQUARE LIMITED

Per: _____

c/s

Per: _____

FOURTH PHASE CIVIC SQUARE LIMITED

Per: _____

c/s

Per: _____

GGH HOTEL HOLDINGS CANADA INC.

Per: _____

c/s

Per: _____

**KING STREET HAMILTON HOTEL LIMITED
PARTNERSHIP**

Per: _____

c/s

Per: _____

WDM^AGRM CJAN:VWRE

AGT-HAM3 (JSP)(BB)
1989-03-17

THIS PEDESTRIAN BRIDGE AGREEMENT in quadruplicate, as of the 28th day of March, 1985.

B E T W E E N :

LAKEVIEW DEVELOPMENT LTD. and LAKEVIEW
DEVELOPMENT LTD. & KING STREET HAMILTON
HOTEL LIMITED PARTNERSHIP

(hereinafter called "Lakeview")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF HAMILTON

(hereinafter called the "City")

OF THE SECOND PART

WHEREAS:

- (a) Lakeview and the City have entered into and registered on title to the land described in Schedule "A" attached hereto, the following agreements: Development Agreement, dated November 19, 1981, registered as Instrument No. 292836 C.D.; Agreement dated August 3, 1982, registered as Instrument No. 292837 C.D.; Closing Agreement, dated May 3, 1983, registered as Instrument No. 292838 C.D.; and an Agreement dated July 29, 1983, registered as Instrument No. 292840 C.D. (herein these Agreements shall collectively be referred to as the "Development Agreement");
- (b) The City, as Landlord of the land described in Schedule "A" attached hereto, has entered into a Ground Lease dated May 3, 1983 with Lakeview as Tenant (registered as Instrument No. 271066 C.D.), which Lease was amended by further Agreement dated July 29, 1983, registered as Instrument No. 292840 C.D. and a further Agreement dated May 3, 1983 (Closing Agreement), registered as Instrument No. 292838 C.D. (hereinafter collectively called the "Ground Lease");
- (c) The Development Agreement and the Ground Lease have both been amended by a further Agreement, dated November 1, 1984, registered as Instrument No. _____.
- (d) Sections 3.04(2), 5.01, Schedules B-3, B-9 and "C" of the Agreement, registered as Instrument No. 292836 C.D., and Section 10 of an unexecuted Interface Agreement, attached as Schedule "A" to the May 3, 1983 Closing Agreement, registered as Instrument No. 292838 C.D., contemplate that an Interface Agreement will be entered into inter alia by the City and Lakeview to provide for inter alia construction of and use of a climate-controlled overpass (for pedestrians), above King Street West, in the City of Hamilton, to connect both the Hotel and appurtenances as defined in the Ground Lease as the "Improvements" being constructed by Lakeview, located on the land described

Appendix "D" as referred to in Section 1(c) of the TENTH Report for 1989 of the Planning & Development Committee.

in Schedule "A" attached hereto and the other Lloyd D. Jackson Square facilities and buildings North of King Street West, with the Hamilton Convention Centre, the Art Gallery and the Plaza and other facilities situate South of King Street West;

- (e) The City, Lakeview, Second Phase Civic Square Limited and Fourth Phase Civic Square Limited have entered into an Interface Agreement as of July 30, 1984, which Agreement was registered on title to the land described in Schedule "A" attached hereto as Instrument No. 161659 L.T.;
- (f) The July 30, 1984 Interface Agreement does not include (as intended by the Development Agreement, registered as Instrument No. 292836 C.D. and by the Closing Agreement, registered as Instrument No. 292838 C.D.), provisions in respect of the said climate-controlled overpass (for pedestrians) referred to in recital (d) above;
- (g) Section 3.01 of the Ground Lease states that the demised premises are "...subject to and together with the rights and easements reserved or to be reserved as set out in the Development Agreement...".
- (h) The parties hereto wish to record by this Agreement, their respective rights and obligations in respect of the said climate-controlled overpass (for pedestrians) which bridge as further defined in paragraph 12 herein shall hereinafter be called the "Pedestrian Bridge";
- (i) The Regional Municipality of Hamilton-Wentworth, at its meeting of April 17, 1984, in adopting Item 16 of Report 8-84 of the Engineering Services Committee, did grant permission during the pleasure of the Region for a pedestrian bridge across and above King Street West, a highway under the jurisdiction of The Regional Municipality of Hamilton-Wentworth, upon the following conditions:
 - (a) That the minimum clearance over the roadway be 4.42 metres;
 - (b) That no drainage from the structure be allowed to fall onto the road allowance;
 - (c) That normal maintenance functions be undertaken from within the structure;
 - (d) That provision be made on the east side of the structure to permit the fastening of banners so that in future different organizations will not be required to use utility poles or special banner poles for this function;
 - (e) That the City of Hamilton save the Region harmless from all actions, interests, claims, demands, costs, damages, expenses and loss associated with the Pedestrian Bridge."

- (j) The City has retained Trevor P. Garwood-Jones, an architect, to prepare plans and specifications for the Pedestrian Bridge and the City has entered into a contract with Pigott Construction Limited for the construction of that Pedestrian Bridge at a price of One Million, Nine Thousand Dollars (\$1,009,000.00);
- (k) Lakeview has paid to the City the sum of Sixty-Four Thousand, Eight Hundred & Forty Dollars (\$64,840.00) in respect of the City's construction contract with Pigott Construction Limited and agreed to assume other obligations and expenses referred to herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the premises and the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out and in further consideration of the sum of One (\$1.00) Dollar paid by each of the parties hereto to the other (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Lakeview hereby grants to the City, its successors and assigns, and all those claiming under any of them, the right, interest and EASEMENT on, over, along and upon those areas of the Improvements on Lakeview's leasehold land described in Schedule "A" attached hereto, more particularly described in Schedule "A₁", hereto, to be enjoyed and used as appurtenant to the City's land described in Schedule "B" attached hereto, for and during a term commencing on March 28, 1985 and continuing to and including the 31st day of October, 2069, in accordance with the terms and conditions set out herein:

1.1 The easement shall be for the purposes set out in this Agreement, including the following:

- (a) to enter onto, install, construct, reconstruct, connect, remove, repair, operate, maintain, alter and replace the Pedestrian Bridge, including all appurtenances thereto, to the Plaza Level (Elevation 337' above sea level) of Lakeview's Improvements situate within the limits of the leasehold land described in Schedule "A" at the location shown on Schedule A₂ hereto;
- (b) for servants, agents, contractors and workmen and all other persons duly authorized by the City, at all reasonable times and from time to time, to pass and repass over, along and on that portion of Lakeview's leasehold land described as *, and over, along and on the areas open to the public of the Improvements located on the Schedule "A" leasehold land with all plant, machinery, material, vehicles and equipment which may be necessary or incidental to the exercise and enjoyment of the rights of the City under this Agreement;
- (c) for the provision of the necessary and sufficient physical support and accommodation to the installation, construction, repair, reconstruction, alteration, replacement and use of the Pedestrian Bridge on the Schedule "A" leasehold land as provided for in this Agreement;

- (d) to permit the Pedestrian Bridge to remain on, affixed and attached to the portion of Lakeview's Improvements on the Schedule "A" leasehold land for the purposes of this Agreement at the location shown on Schedule "A₂" hereto;

1.2 This easement shall be exercised by the City in a reasonable and usual manner so as to not unnecessarily interfere with the Hotel business of Lakeview.

1.3 The City covenants:

- (a) that all work performed by or on behalf of the City for the construction of the Pedestrian Bridge and to Lakeview's Schedule "A" leasehold premises in connection therewith have been properly and completely constructed in accordance with reasonable construction standards by fully qualified contractors of the City, in a good and workmanlike manner and in compliance with municipal and provincial rules and regulations; and,
- (b) that the City shall cause to be removed liens against the Schedule "A" leasehold lands arising in connection with the work performed for, materials furnished to and obligations incurred by the City in connection with the construction and maintenance of the Pedestrian Bridge and the City hereby agrees to indemnify and save Lakeview harmless from all losses, damages, costs and expenses relating thereto;
- (c) the City hereby agrees to indemnify and save Lakeview harmless from all losses, costs, damages and expenses incurred or suffered by Lakeview as a result of any damage to the Improvements as a result of the Pedestrian Bridge being damaged and thereby directly or indirectly causing damage to such Improvements; provided that such indemnity shall be limited in amount to the lesser of (i) the amount that Lakeview would be entitled to recover from the person(s) causing damage to the Pedestrian Bridge if Lakeview had a direct cause of action for such damage to the Improvements and was entitled to recover from such person(s); and (ii) the amount actually awarded to and received by the City (or received by the City under a settlement) in its action for damages to the Pedestrian Bridge and/or the Improvements to the extent that such money relates to the damage to the Improvements. The City agrees to diligently pursue all such actions at its cost and expense, provided that if any such loss, cost damage or expense is covered by and paid for from insurance carried by the City, then the City shall have no obligation to pursue any action.

2. Lakeview hereby:

- (a) transfers the said easement and rights free and clear of all

encumbrances save for the encumbrances set out in Schedule "B₁" hereto, to the City,

- (b) covenants with the City that it shall have the quiet possession of the said easement and rights.

3. Notwithstanding any other provision in this Agreement to the contrary, the use of the pedestrian walkway portion of the Pedestrian Bridge shall be reserved at all reasonable hours for pedestrian use by members of the public as aforesaid in paragraph 1.1 above, and in accordance with such rules and regulations as the City and Lakeview may agree, from time to time, but shall be publicly usable open space as defined in the Development Agreement, the Ground Lease and the Interface Agreement and consistent with the reasonable requirements, rules and regulations applicable to publicly usable open space in Lloyd D. Jackson Square (save as amended in this Agreement).

Provided however, that from time to time:

- (a) Lakeview shall be entitled, upon twenty-four (24) hours' notice to the City to close, for a temporary duration only, the Hotel doors to the Pedestrian Bridge and/or to request the City to close for a temporary duration only, the Convention Centre's doors to the Pedestrian Bridge in the event that certain events or patrons of such events, including without limitation, events or patrons of the Copps Coliseum, the Convention Centre or the Hotel are, in Lakeview's opinion (acting reasonably), disruptive or adverse to the operation of the Hotel or the Pedestrian Bridge; and,
- (b) The City shall be entitled, upon twenty-four (24) hours' notice to Lakeview to close, for a temporary duration only, the Convention Centre's doors to the Bridge and/or to request Lakeview to close for a temporary duration only, the Hotel's doors to the Bridge in the event that certain events or patrons of such events, including without limitation, events or patrons of the Copps Coliseum, the Convention Centre or the Hotel are, in the City's opinion (acting reasonably), disruptive or adverse to the operation of the Convention Centre or the Pedestrian Bridge.

- 4. (a) Lakeview hereby grants through that portion of its leasehold land described in Schedule A₁, free and clear of all encumbrance save for the encumbrances set out in Schedule "B₁" hereto, the right of ingress and egress over the pedestrian walkway on the Plaza Level of its Improvements to enable the free and unobstructed movement of pedestrians to and from the Pedestrian Bridge for access to and from the land South of King Street West, to and from Lakeview's premises and the land and premises of Lloyd D. Jackson Square, North of King Street West, including, without limiting the generality of the foregoing, the adjacent premises leased by the City to Second Phase Civic Square Limited and to Fourth Phase Civic Square Limited, as well as, the City's Trade Centre/Arena;

(b) Lakeview and the City acknowledge and agree that the Pedestrian Bridge shall be used as a pedestrian walkway for the use of the public, the owners, occupants and other users, from time to time, of the facilities situate South of King Street West (including, for example, the Hamilton Convention Centre, the Art Gallery, Hamilton Place and the Plaza, and the land described in Schedule "B"), in common with the public, the owners, occupants and other users, from time to time, of the leasehold land described in Schedule "A" and of that portion of Lloyd D. Jackson Square situate North of King Street West, for the purpose of providing pedestrian access to and from the Improvements of Lakeview and the lands and premises in Lloyd D. Jackson Square, North of King Street West, above and across King Street West, to and from the land and facilities situate South of King Street West, (including, for example, Hamilton Place, the Plaza, the Art Gallery and the Schedule "B" land);

(c) The City hereby grants to Lakeview, its successors and assigns to the full extent that it is capable of doing so, in common with all others entitled thereto from time to time the permission to enter on, over, along and upon that portion of the City's Pedestrian Bridge within the limits of Lakeview's leasehold land described in Schedule "A", to be enjoyed and used as appurtenant to Lakeview's leasehold land described in Schedule "A" attached hereto, for and during a term of Lakeview's easement herein to the City described in Section 1 hereof, for the following purposes:

- (i) to enter onto said portion of the Pedestrian Bridge for the purpose of installing, constructing, reconstructing, repairing, operating, maintaining, altering and replacing Lakeview's Improvements including all appurtenances thereto;
- (ii) for servants, agents, contractors and workmen and other persons duly authorized by Lakeview, at all reasonable times and from time to time, to pass and repass on the said portion of the Pedestrian Bridge, with all plant, machinery, material, vehicles and equipment which may be necessary or incidental for the purpose set out in paragraph (c)(i) above.
- (iii) provided always that it is understood and agreed by Lakeview that this easement to Lakeview in paragraph 4(c)(i) and (ii) above is subject to all the rights of the City under this easement Agreement herein from Lakeview to the City including without limitation the obligation on Lakeview in section 8(a).
- (iv) Lakeview further covenants to exercise its rights in paragraph 4(c)(i) and (ii) above in a reasonable and usual manner so as not to unnecessarily interfere with the rights of the City under this Agreement including the use of the Bridge by pedestrians.

4.1 The City hereby grants to Lakeview, its successors and assigns to the full extent that it is capable of doing so, in common with all others entitled thereto from time to time, the permission to enter on, over and along and upon the Pedestrian Bridge to be enjoyed and used as appurtenant to Lakeview's leasehold land described in Schedule "A" hereto for and during the term of Lakeview's easement herein to the City described in Section 1 hereof for the following purpose, namely: to be used as a pedestrian walkway for the use of the owners, occupants and other users, from time to time of Lakeview's leasehold land described in Schedule "A" hereto in order to provide pedestrian access to and from the improvements of Lakeview and the lands and premises comprising the Convention Centre.

5. (a) Title to the Pedestrian Bridge shall be vested in and remain with the City, notwithstanding that it is, at its northerly end, affixed to Lakeview's Improvements.
- (b) In the event of the termination of the Ground Lease for any reason whatsoever (in which event title to and ownership of Lakeview's Improvements shall, in due course, according to the terms of the Ground Lease, vest in the City) this Pedestrian Bridge Agreement shall terminate.
- (c) Notwithstanding any other provision contained in this Agreement, in the event of any conflict between the terms of this Agreement and the terms of the Ground Lease and/or the Development Agreement, the terms contained in and set out in the Ground Lease and/or the Development Agreement shall prevail.

5.1 The title of the City shall include such rights as:

- (a) the right of the City to control the use, to rent, to license or to use the Pedestrian Bridge or any part thereof with banners, lights, flags, signs, commercial and non-commercial display space, traffic control devices, utilities, and purposes similar to all of the foregoing in a tasteful and professional appearance and provided that none of the foregoing shall advertise or promote any goods, services or facilities which are competitive with goods, services or facilities offered by Lakeview in the Schedule "A" leasehold premises;
- (b) the right of the City to control the operation, maintenance, repair, replacement, construction, reconstruction, alteration, removal, heating, cooling and lighting of the Pedestrian Bridge for the purposes of this Agreement;
- (c) notwithstanding that title to the Pedestrian Bridge is vested in the City, the rights of the City referred to in paragraphs (a) and (b) above, are subject to the following:

- (i) the mutual rights of the parties referred to in Section 3 in respect of the use of the pedestrian walkway portion of the Pedestrian Bridge; and,
 - (ii) the approval of Lakeview in respect of the use of that portion of the Pedestrian Bridge within the limits of Lakeview's Schedule "A" leasehold land with banners, flags, signs, commercial and non-commercial display space; and,
 - (d) notwithstanding anything to the contrary in this Agreement, the rights of Lakeview under this Agreement are subject to the right of the City to close the Pedestrian Bridge at any time or from time to time throughout the term hereof, upon at least seven (7) days' notice to Lakeview, for such temporary periods of time as may be reasonably necessary for the purpose of exercising its rights or fulfilling its duties under this Agreement, and Lakeview shall not be entitled to claim from or be paid any amount by the City in respect of such closure or resulting inconvenience or expense.
6. (a) The City shall operate, maintain and repair the Pedestrian Bridge including without limiting the generality of the foregoing, heat, cool, ventilate, light, supply electricity for and security of the Pedestrian Bridge.
- (b) The costs of the matters referred to in paragraph 6(a) shall be divided between Lakeview and the City as follows:
- 94% of the costs shall be payable by the City; and
 - 6% of the costs shall be payable by Lakeview
- Notwithstanding sections 6(a) and 6(b) hereof, Lakeview shall not be responsible for contributing to the cost of:
- (i) the insurance of the Pedestrian Bridge contemplated herein; or
 - (ii) repair of the Pedestrian Bridge covered by insurance carried by the City or that should have been carried by the City; or
 - (iii) repair, replacement or reconstruction of the Pedestrian Bridge, except as a result of wear and tear.
- (c) The City will invoice Lakeview for its share of the costs not more often than quarterly. The City will maintain true and accurate accounts, records, books and data with respect to these costs and agrees that Lakeview shall have the right at all reasonable times to examine these records and to receive copies of such records. Where Lakeview's share of expenditures will exceed the sum of \$10,000.00 in any year, it shall

be subject to the prior approval of Lakeview, such approval not to be unreasonably withheld.

- (d) For greater certainty, it is expressly agreed that realty taxes, if any, shall be deemed to be a cost of operation of the Bridge to be paid in accordance with these provisions.
- (e) The rent and the additional rent payable by Lakeview to the City under the Ground Lease shall not be reduced by reason of the Pedestrian Bridge being affixed to the Improvements of Lakeview or by reason of this Agreement between the parties.

7. The City shall, at all times during the term of this Agreement, affect and keep in force the following insurance:

- (a) a comprehensive general liability insurance policy with adequate limits thereof, insuring both Lakeview and the City (with a provision for cross liability and severability of interests) against claims for personal injury, death, property damage, or third party or public liability claims arising from the presence, existence, use, operation or maintenance of the Pedestrian Bridge or from any accident or occurrence upon, in or about the Pedestrian Bridge from any cause.
- (b) insurance in a sum not less than the full replacement cost of the Pedestrian Bridge (less a reasonable deductible in an amount satisfactory to the City), protecting the City from any loss or damage caused by:
 - (i) fire or such other perils as may from time to time be included in the standard fire insurance additional perils supplementary contract, generally available in Ontario;
 - (ii) risks normally insured against in Ontario for buildings and improvements of construction, location and uses similar to the Pedestrian Bridge; and,
 - (iii) the insurance policies shall be subject to a stated amount co-insurance clause, where applicable;
- (c) any and all policies of property insurance shall contain a waiver by the insurance company in favour of Lakeview of the insurance company's rights of subrogation;
- (d) proceeds of any policies of property insurance shall be payable to the City;
- (e) the City shall expend and apply the proceeds of insurance referred to in paragraph (d) above in rebuilding, reinstating, replacing and repairing

the Pedestrian Bridge, as permitted by the provisions of this Agreement provided that:

- (i) the City shall not be obliged to do so where Lakeview has been in default of this Agreement and after notice of such default, Lakeview has not commenced within thirty (30) days to remedy such breach, or, if such remedy has been commenced by Lakeview, has failed to complete such remedy within a reasonable time;
 - (ii) in the event the Bridge is substantially damaged, the City shall not be obliged to do so where the Schedule "A" leasehold premises have ceased to be used as an Hotel or where the Convention Centre (at the southerly limit of the Pedestrian Bridge) is no longer in operation as a Convention Centre; and,
 - (iii) subsections (i) and (ii) are for the sole benefit of the City and the City may, at its discretion, waive subsection (i) and (ii) or either of them.
- (f) Without limiting section 7(d) and (e), the City agrees that if for any reason the Pedestrian Bridge ceases to exist and is not rebuilt, reconstructed and replaced, the City shall, at its sole expense, repair and restore the portion of the Improvements of Lakeview to which the Bridge was attached to such condition so far as is practicable as the Improvements would have been in if the Pedestrian Bridge had never existed. Such work shall be reasonably consistent and in keeping with the balance of the Improvements of Lakeview.

8. (a) Lakeview shall at all times construct, maintain, repair, operate and replace its Improvements so as to support and accommodate the construction and use of the Pedestrian Bridge and other rights of the City herein and Lakeview shall not make nor permit any alteration to the Improvements on the Schedule "A" leasehold land during the term of this Agreement, which may, in the opinion of the City (acting reasonably), adversely affect the City's rights described herein, including, without limiting the generality of the foregoing, the construction, reconstruction, replacement, operation, maintenance, or repair of the Pedestrian Bridge or the use thereof, as set out in this Agreement.
- (b) Notwithstanding section 8(a) above or any other provision of this Agreement, nothing in this Agreement shall obligate Lakeview to construct, maintain, repair, operate or replace the Hotel or any of its Improvements on its leasehold land described in Schedule "A" if the Ground Lease is terminated or if Lakeview is permitted not to do so under section 6.05 of the Ground Lease and does not do so. Where Lakeview is permitted not to rebuild its Improvements under section

6.05 but does reconstruct or repair its Improvements or reconstruct and replace its Improvements with new Improvements, it shall do so so as to support and accommodate the reconstruction, replacement or repair as well as the use of the Pedestrian Bridge or the reconstructed Pedestrian Bridge pursuant to the rights of the City in this Agreement.

9. The parties acknowledge that King Street West, Hamilton, is a highway under the jurisdiction and control of The Regional Municipality of Hamilton-Wentworth ("Region") and that the Pedestrian Bridge may remain above this highway only during the pleasure of the Region and in the event the Region withdraws its permission to maintain the Pedestrian Bridge, then the City shall at its cost and expense, remove the Pedestrian Bridge forthwith thereafter and shall fulfill its obligations under section 7(f) hereof.

10. (a) This Agreement is subject to the approval of:

(i) the Ontario Provincial Minister of Municipal Affairs and Housing; and,

(ii) Canada Mortgage and Housing Corporation.

(b) The City will apply for the approvals set out in paragraph 10(a) and take all necessary steps for such applications. Lakeview agrees to cooperate in the obtaining of such approvals.

11. (a) If Lakeview shall fail or neglect to conform or comply with any of the terms, covenants and conditions contained in this Agreement (other than the covenants to pay sums required to be paid to the City by any provision of this Agreement), the City may notify Lakeview in writing of the default and Lakeview shall forthwith, after receiving such Notice, commence to remedy the breach complained of in such Notice within forty-five (45) days after the date of receipt of such Notice and shall thereafter proceed with reasonable diligence to complete the remedy of such breach.

(b) If any sum of money required to be paid to the City by any provision in this Agreement shall not be paid by Lakeview when such payment is due, the City may forward Notice in writing of such failure to Lakeview and the failure shall be cured by Lakeview with forty-five (45) days after the date of receipt of such Notice.

(c) If Lakeview does not cure its breach as required in subsections (a) and (b) as the case may be, then such breach or default shall be deemed to constitute a default of Lakeview under the Ground Lease and after the City has given a Notice of default pursuant to the Ground Lease, the City shall have its rights under the Ground Lease.

(d) Notices pursuant to this Agreement shall be in writing and delivered to the attention of an officer of the party receiving such notice.

Notices to the City shall be addressed as follows:

The Corporation of the City of Hamilton
Attention: City Clerk
71 Main Street West
P.O. Box 2040
HAMILTON, Ontario
L8N 3T4

Notices to Lakeview shall be addressed as follows:

Lakeview Development Ltd.
Attention: President
8th Floor
185 Carlton Street
WINNIPEG, Manitoba
R3C 3J1

with copy sent to:

McJannet, Weinberg, Rich
Barristers & Solicitors
5th Floor
185 Carlton Street
WINNIPEG, Manitoba
R3C 3J1

Attention: Mr. J. T. McJannet, Q.C.

12. In this Agreement, the "Pedestrian Bridge" is the climate-controlled overpass for pedestrians, above and across King Street West, in the City of Hamilton, designed by Trevor P. Garwood-Jones, architect, shown on his plans numbered A1-A8, S1-S3, M1-M2 and E1-E4, which plans were last revised October, 1984 (including the replacement of such Pedestrian Bridge, if any) which Bridge extends between the City's Convention Centre fronting on the southerly limit of King Street West and Lakeview's leasehold land described in Schedule "A" fronting on the northerly limit of King Street West.

13. Time shall be of the essence of this Agreement.

14. (a) The City shall register this Agreement on title to Lakeview's leasehold land described in Schedule "A", after the execution hereof by the parties.

(b) This Agreement shall be binding upon Lakeview, its successors and its assigns permitted by the Ground Lease and this Agreement shall bind and run with the leasehold land described in Schedule "A".

(c) Lakeview covenants and agrees that it will not dispose, by way of sale, transfer and/or assignment, or in any other way whatsoever (excepting mortgages discussed in clause (d) below), of any of its interests in the leasehold land described in Schedule "A" attached hereto and in this

Agreement, without acquiring from any such purchaser, transferee or assignee, their agreement in favour of the City, satisfactory to the City, to abide by and be bound by all of the terms, covenants and conditions of this Agreement and without delivering such agreement to the City. The agreement shall be in the form attached hereto as Schedule "C". Such agreement after execution by the purchaser, transferee or assignee shall be registered on title contemporaneously with the transfer or assignment. Any such agreement arising from a transfer by Lakeview shall not have the effect of releasing Lakeview from its obligations and liabilities under the terms of this Agreement. Any such agreement arising from a transfer by the first assignee from Lakeview and any assignee subsequent thereto shall have the effect of releasing Lakeview and the assignor in question, as the case may be, from their respective obligations and liabilities under the terms of this Agreement, provided that the City has consented to such transfer or disposition in accordance with the requirements of the Ground Lease. Any transfer or assignment in contravention of this provision shall be null and void. For the purpose of this provision, any transfer or issue by sale, bequest, inheritance, operation of law or other disposition or by subscription from time to time of all or any part of the corporate shares of Lakeview which results, in the City's opinion, in any change in the present effective voting control of Lakeview, shall be deemed to be a disposition within the meaning of this provision, and the transferee shall be deemed to be the party or parties who acquire the said shares and the provisions herein regarding any disposition shall apply mutatis mutandis thereto.

- (d) Lakeview covenants and agrees that it will not mortgage any of its Leasehold Land described in Schedule "A" without acquiring from any such Mortgagee its covenant to the City to comply with this Bridge Agreement in the same manner that the Mortgagee is required by section 16.01 of the Ground Lease to agree to comply with the Ground Lease. Such covenant shall form part of the Mortgagee's Agreement with the City entered into pursuant to section 16.01 of the Ground Lease.
15. This Agreement may not be modified or amended, except by an Instrument in writing of equal formality herewith.
16. No waiver by any of the parties hereto of the breach of any covenant or provision hereunder shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenants or provisions hereunder. No waiver shall be effective unless in writing.
17. The parties agree that all of the provisions of this Agreement are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of this Agreement be illegal or not enforceable, it or they shall be considered separate and severable from the Agreement and its remaining provisions shall remain in

full force and be binding upon the parties hereto as though the said provision or provisions had never been included.

18. The parties agree that the arbitration provision contained in Section 12 of the Interface Agreement shall apply to any dispute which arises in respect of the provisions hereof.

19. This Agreement may be executed in several counterparts each of which when executed by the parties shall be deemed to be an original and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF the parties have hereunto caused to be affixed their respective corporate seals attested by the signatures of their respective proper officers duly authorized in that behalf.

LAKEVIEW DEVELOPMENT LTD.
(Sublessee under Instrument 153111 L.T.)

Per: _____

Per: _____

KING STREET HAMILTON HOTEL LIMITED
PARTNERSHIP
(Sublessee under Instrument 153111 L.T.)

Per: _____

Per: _____

THE CORPORATION OF THE CITY OF
HAMILTON

Mayor

City Clerk

LAKEVIEW DEVELOPMENT LTD.

Per: _____

Per: _____

LIST OF SCHEDULES

- Schedule "A" - Leasehold Land of Lakeview Development Ltd.
- Schedule "B" - Dominant Tenement of the City
- Schedule "C" - Form of Agreement referred to in sec. 14(c)

SCHEDULE "C"

(Attached to and forming part of the PEDESTRIAN BRIDGE AGREEMENT dated March 28, 1985 entered into among THE CORPORATION OF THE CITY OF HAMILTON, LAKEVIEW DEVELOPMENT LTD. and

THIS AGREEMENT made as of the day of , 1989.

B E T W E E N :

GGs HOTEL HOLDINGS CANADA INC.

(hereinafter called the "Successor")

OF THE FIRST PART

- and -

LAKEVIEW DEVELOPMENT LTD. and LAKEVIEW
DEVELOPMENT LTD. & KING STREET HAMILTON
HOTEL LIMITED PARTNERSHIP

(hereinafter called "Lakeview")

OF THE SECOND PART

- and -

THE CORPORATION OF THE CITY OF HAMILTON

(hereinafter called the "City")

OF THE THIRD PART

WITNESSETH THAT:

WHEREAS by a Ground Lease dated as of the 3rd day of May, 1983 wherein Lakeview Development Ltd. (hereinafter called "Lakeview") is the lessee and the City is the lessor, the City did demise and lease unto Lakeview the land therein described, which land (hereinafter called the "Leasehold Land") is described in Schedule "A" attached hereto, for and during the term of years to be computed from and inclusive of the 3rd day of May, 1983 and fully to be complete and ended on the 31st day of October, 2069 at and under the yearly rental, covenants, conditions and agreements expressed and declared in the Ground Lease which lease was registered as Instrument No. 271066 C.D.;

AND WHEREAS by the Pedestrian Bridge Agreement dated March 28, 1985, Lakeview did grant to the City the right, interest and easement in the Schedule "A" Leasehold Land to construct, maintain and operate a climate controlled pedestrian bridge above King Street West, Hamilton, to connect the Plaza Level of the Hotel and adjacent L. D. Jackson Square facilities and premises with the City's Convention Centre and related facilities lying South of King Street West (hereinafter this Agreement shall be referred to as the "Bridge Agreement");

AND WHEREAS it is a term of the Bridge Agreement that Lakeview shall not sell, transfer or assign any of its leasehold interest in the Schedule "A" Leasehold Land without first requiring any such purchaser or assignee to enter into this Agreement with the City.

AND WHEREAS Lakeview has assigned to the Successor its interest in the Ground Lease and Leasehold Land by an Assignment of Lease (herein the "Contract") registered as Instrument No. ;

NOW THEREFORE in consideration of the sum of Five (\$5.00) Dollars and

other good and valuable consideration paid by the City to each of the other parties hereto (the receipt and sufficiency whereof being hereby acknowledged), the parties hereto acknowledge, covenant and agree as follows:

1. (a) The Successor and Lakeview agree with each other and covenant to the City that the Contract is expressly subject to the rights of the City under the Bridge Agreement and to the obligations of Lakeview under the Bridge Agreement.
- (b) The Successor hereby undertakes, covenants, promises and agrees to Lakeview and to the City that the Successor shall perform and abide by and be bound by at all times, all of the terms, covenants and conditions and obligations on the part of Lakeview contained in the Bridge Agreement and that the City shall be entitled to all remedies in respect of breaches of covenants and conditions as if the Successor were named in the Bridge Agreement.
- (c) The Successor shall at all times comply with the terms, provisions and conditions of the Bridge Agreement and do all such acts, matters and things as may be requisite and necessary to maintain the Bridge Agreement in good standing at all times and, without limiting the generality of the foregoing, it is further acknowledged and agreed by Lakeview and the Successor that the obligations of Lakeview under the Contract shall be subject always to Lakeview's obligation under the Bridge Agreement not to do or allow to be done any act or omission or other matter or thing which shall constitute or be deemed to constitute a default under the Bridge Agreement.
- (d) Lakeview and the Successor hereby covenant with each other that the Contract between them is subject to an obligation and covenant between them not to do or allow to be done any act or omission or other matter or thing which shall constitute or be deemed to constitute a default under the Bridge Agreement and covenant further to do all such acts, matters and things as may be requisite and necessary to maintain the Bridge Agreement in good standing at all times.
- (e) Lakeview and the Successor hereby acknowledge and agree that wherever and whenever a conflict shall arise between the rights of the City under the Bridge Agreement and the provisions of the Contract, the rights of the City shall prevail.
- (f) This Agreement shall be registered by the Successor in the Land Registry Office against Lakeview's Leasehold Land described in Schedule "A" forthwith after its execution.
- (g) This Agreement is entered into and delivered to the City as required by the Bridge Agreement. It only fulfills the obligation of the Successor named herein. Other parties subsequent in interest to Lakeview including the assigns of the Successor are required to enter into their

own Agreement with the City.

- (h) This Agreement to the City shall in no way affect or release Lakeview from its liabilities and responsibilities under the terms of the Bridge Agreement and Lakeview covenants and agrees with the City that it shall remain responsible for all of such liabilities and responsibilities notwithstanding this Agreement nor the Contract. By joining in this Agreement, the City does not thereby acknowledge or approve of any of the terms of the Contract between Lakeview and the Successor.
2. (a) Any notice in writing required or permitted to be given to Lakeview hereunder shall be given by registered mail, postage prepaid, addressed to:

Lakeview Development Ltd. and
King Street Hamilton Hotel Limited Partnership
6th Floor, 185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

with copy sent contemporaneously to:

McJannet, Weinberg, Rich
Barristers & Solicitors
5th Floor
185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

Attention: Mr. J. T. McJannet, Q.C.

- (b) Any notice in writing required or permitted to be given to the Successor hereunder shall be given by registered mail, postage prepaid, addressed to:

GGS Holdings Canada Inc.
c/o Messrs. McMillan, Binch
Barristers & Solicitors

Attention: Mr. David McCordie

- (c) Any notice in writing required or permitted to be given to the City shall be given by registered mail, postage prepaid, addressed to:

The City Clerk
The Corporation of the City of Hamilton
City Hall
71 Main Street West
P.O. Box 2040
Hamilton, Ontario
L8N 3T4

- (d) Any such notice mailed as aforesaid shall be deemed to have been given to the recipient on the fifth business day following the date of such mailing.

- (e) Any party may at any time give notice to each of the other parties of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified so long as it is within the Province of Ontario shall be deemed to be the address of such party.

3. The Successor hereby agrees to indemnify and save Lakeview harmless from any and all actions, suits, losses, charges, demands, liabilities and expenses incurred or suffered by Lakeview as a direct or indirect result of any failure or refusal by the Successor to perform and abide by all of the terms, covenants, conditions and obligations on the part of Lakeview contained in the Bridge Agreement or any breach by the Successor of the terms of the Bridge Agreement or of the terms hereof.

4. Each of the parties hereto covenants and agrees with the others of them to do all such acts, matters and things as may be requisite and necessary to give full force and effect to the provisions of this Agreement and to carry out and perform the same in accordance with its terms.

5. This Agreement may be executed in several counterparts each of which when executed shall be deemed to be an original and such counterparts shall together constitute one and the same Instrument.

IN WITNESS WHEREOF the parties hereto have duly executed these present.

LAKEVIEW DEVELOPMENT LTD.

Per: _____

Per: _____

KING STREET HAMILTON HOTEL LIMITED
PARTNERSHIP

Per: _____

Per: _____

THE CORPORATION OF THE CITY OF
HAMILTON

Mayor

City Clerk

GGs HOTEL HOLDINGS CANADA INC.

Per: _____

THIS TRANSFER OF EASEMENT made this 29th day of November, 1985.

B E T W E E N :

THE CORPORATION OF THE CITY OF HAMILTON

(hereinafter called the "City")

OF THE FIRST PART,

- and -

LAKEVIEW DEVELOPMENT LTD. and LAKEVIEW
DEVELOPMENT LTD. & KING STREET HAMILTON
HOTEL LIMITED PARTNERSHIP

(hereinafter called "Lakeview")

OF THE SECOND PART

WHEREAS:

1. The City has entered into a ground lease with Second Phase Civic Square Limited dated November 19, 1975, which Lease has been registered as Instrument No. 21613 C.D.;

2. The City has entered into a ground lease with Fourth Phase Civic Square Limited dated June 1, 1981, which Lease has been registered as Instrument No. 197189 C.D.;

3. The City has entered into a ground lease ("Ground Lease") with Lakeview Development Ltd. dated May 3, 1983, which Lease has been registered as Instrument No. 271066 C.D. on January 31, 1984;

4. The City, Lakeview, Second Phase Civic Square Limited and Fourth Phase Civic Square Limited have entered into an Interface Agreement dated July 30, 1984, which Agreement has been registered as Instrument No. 161659 L.T. and as Instrument No. 320192 C.D. (herein referred to as the "Interface Agreement");

5. Section 6 of the Interface Agreement includes provisions in respect of:

- the reconstruction and extension of a truck route previously constructed by Fourth Phase Civic Square Limited, pursuant to the Fourth Phase Ground Lease
- That after the reconstructed and extended truck route is completed by the City in conjunction with the construction of the Trade Centre/Arena known as the Victor K. Copps Coliseum (hereinafter referred to as "Copps Coliseum"), the Interface Agreement includes provision for:

- (i) the preparation and deposit by the City of a reference plan of survey; and
- (ii) easement agreements for the reconstructed and extended truck route including an easement from the City, as transferor in favour of Lakeview, as transferee.

6. The reconstructed and extended truck route was completed by the City on the land described in Schedule "A" attached hereto (hereinafter referred to as the "new truck route") on or about the 29th day of November, 1985.

A survey of the new truck route was prepared and deposited by the City as Plan 62R-8136.

7. The parties have executed this agreement as the easement agreement referred to in the Interface Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of TWO DOLLARS (\$2.00) now paid by each party to the other (the receipt and sufficiency of which are acknowledged), the parties hereto agree as follows:

1. Subject to the conditions contained herein and in the Interface Agreement, the City hereby transfers in common with all others entitled thereto from time to time, to Lakeview, to be enjoyed and used as appurtenant to Lakeview's leasehold land described in Schedule "B" attached hereto, for and during the term of the Ground Lease to Lakeview less one day, (namely, commencing on May 3, 1983 and ending on October 30, 2069, unless the Ground Lease is terminated earlier than October 30, 2069), on, over, along and upon the new truck route, the non-exclusive right, interest and EASEMENT to enter onto and use the new truck route as a right-of-way for vehicular access only in a one way direction as follows:

- (a) commencing at the easterly limit of the public highway known as Bay Street North and continuing along the new truck route to the loading dock designated as Parts One and Two on Plan 62R-6886 (hereinafter referred to as the "loading dock"); and,
- (b) continuing in the same one way direction from the loading dock along the new truck route to the southerly limit of the public highway known as York Boulevard.

2. Lakeview covenants and agrees that its use of the new truck route shall:

- (a) be limited to trucks and other vehicles delivering or removing supplies, materials, equipment, furniture, garbage and such other matters and things as may reasonably be required by Lakeview, its suppliers, contractors, employees, agents and commercial tenants and all those claiming under them, to and from the loading dock;
- (b) be used solely by Lakeview, its suppliers, contractors, employees, agents and commercial tenants and all those claiming under them for the purposes set out in paragraph (a) above, (and shall not be used for the transportation of persons to and from Lakeview's premises described in Schedule "B" including, without limitation, employees, Hotel guests or visitors nor shall it be used for any other purpose including, without limitation, by taxis or for access to any car parking lot or garage);

- (c) be used in common with such other users as may now be or hereafter be permitted from time to time by the City, including, without limiting the generality of the foregoing, the City, its Trade Centre/Arena, Hamilton Entertainment and Convention Facilities Inc. ("H.E.C.F.I."), the Public Library Board, The Hamilton Farmer's Market, Second Phase Civic Square Limited and Fourth Phase Civic Square Limited;
- (d) be used in a reasonable manner, consistent, appropriate and taking into consideration the use and requirements of all other users and which shall not unnecessarily or unreasonably interfere with the use of the new truck route by other users; without limiting the generality of the foregoing, Lakeview covenants to the City that Lakeview's use of the new truck route shall not unnecessarily or unreasonably interfere with the business of H.E.C.F.I, the Public Library Board or the Hamilton Farmers' Market;
- (e) be controlled in such reasonable manner as may be agreed upon by the City, Fourth Phase and Lakeview;
- (f) be in compliance with all parliamentary and legislative enactments and with all by-laws and regulations of the City;
- (g) be subject to all rights now or that may hereafter be vested in or reasonably required by the City, The Regional Municipality of Hamilton-Wentworth (herein called the "Region"), or in or by any gas, electric, telephone, telegraph, cable T.V. or electric light company, for the operation, maintenance, replacement and repair of the new truck route and of the Copps Coliseum or the adjacent streets including without limitation, the construction, repair, replacement or removal of sewers, culverts, drains, water or gas pipes or the placing of poles or wires (herein called "services"). The City expressly reserves to itself, to H.E.C.F.I. and to the Region the right to construct services or permit services to be constructed on, over, in, under and upon the new truck route and the right to temporarily close the new truck route from time to time to permit the operations contemplated herein; and
- (h) Lakeview covenants and agrees:
 - (i) that it will not bring upon the new truck route or any part thereof, any machinery, equipment, article or thing that by reason of its weight, size or use would in the opinion of the City (acting reasonably) damage the new truck route and will not at any time overload the new truck route by any machinery, equipment, article or thing, or by any act, neglect or misuse on the part of Lakeview or any of its servants, agents or employees or anyone for whom Lakeview is responsible in law. If such overloading shall occur and damage shall ensue therefrom, Lakeview shall forthwith repair the same or pay the City the cost of making good the same; and,

- (ii) that it will not operate, cause to be operated, use or consent to the use of the new truck route or any part thereof for any purpose other than the purposes permitted in this Agreement.

3. Lakeview acknowledges and agrees that the City, as owner of the new truck route:

- (a) may grant such further and other easements on, over, under, along and upon the said new truck route, in common with the use thereof by Lakeview, to the occupier of Part Six, the Lessee of Phase Four, the Lessee of Phase Two and the occupiers of Part Seven, subject to the payment of their share of the new truck route's costs; and,
- (b) Lakeview agrees that all Rules and Regulations and amendments and supplements thereto as are agreed upon from time to time by the City, Fourth Phase and Lakeview, shall be binding upon Lakeview. Lakeview agrees to comply with and observe such Rules and Regulations and amendments and supplements, and any failure by Lakeview to keep and observe the same shall constitute a breach of this Agreement in a manner as if the same were contained herein as covenants. Notice of such Rules and Regulations and amendments and supplements thereto, if any, shall be given to Lakeview by the City. No Rule or Regulation or amendment or supplement thereto shall contradict any provision of this Agreement.

4. The City shall operate, maintain and repair the new truck route and the costs thereof incurred by the City shall be borne, it is agreed, by the City, Lakeview, and Fourth Phase (and such other users permitted by the City) in such amounts as may be agreed upon from time to time. Without limiting the generality of the foregoing:

- (a) It is agreed that the City as owner and manager of the new truck route shall:

- (i) manage the new truck route's maintenance, operation and repair and the costs thereof, including, heating, public utilities, ventilation, lighting, electricity (including that used for signs), fire protection equipment, snow removal, cleaning, security as well as salaries and other remuneration (including contributions towards the usual fringe benefits to and for the benefit of personnel and staff employed to provide the said maintenance, operation and repair), as well as the cost to the City of equipment and the rental of equipment and the cost of supplies used by the City in its maintenance, operation and repair.

- (ii) invoice and collect each user's share of these costs;

- (b) it is agreed that the said costs of the new truck route (herein called the "new truck route's costs") to be shared amongst the users shall include

the costs or expenses for each of the matters in paragraph 4(a)(i) above (including an administration overhead charge equal to fifteen per cent (15%) of the new truck route costs);

- (c) Lakeview covenants to pay to the City Lakeview's share of the new truck route costs.

- 5. (a) All calculations made or referred to herein shall be made in accordance with generally accepted accounting principles and practices applied on a consistent basis. Subject as hereinafter provided, Lakeview agrees that any monies, expenses or charges which are to be paid by Lakeview to the City are due and payable within thirty (30) days of receipt of invoice and thereafter interest on any amount unpaid shall accrue at the then Bank of Montreal prime rate plus three percent (3%) per annum until paid. For the purposes hereof, "prime rate" means the floating annual rate of interest established from time to time by Bank of Montreal as the rate it will use to determine rates of interest payable by its borrowers on Canadian dollar commercial loans made by Bank of Montreal to such borrowers in Canada and designated by the Bank of Montreal as its prime rate.

- (b) If Lakeview shall fail or neglect to conform or comply with any of the terms, covenants and conditions contained in this Agreement (other than the covenants to pay sums required to be paid to the City by any provision of this Agreement), the City may notify Lakeview in writing of the default and Lakeview shall forthwith, after receiving such Notice, commence to and shall remedy the breach complained of in such Notice within 45 days if the breach is capable of being remedied within such period and otherwise shall prosecute same with diligence to completion in the shortest period reasonably possible after the date of receipt of such Notice.

- (c) If any sum of money required to be paid to the City by any provision in this Agreement shall not be paid by Lakeview when such payment is due, the City may forward Notice in writing of such failure to Lakeview and the failure shall be cured by Lakeview within thirty (30) days after the date of receipt of such Notice.

- (d) If Lakeview does not cure its breach as required, the City may take either or both of the following steps in addition to or together with any other remedy available at law to the City.

- (i) the City, on not less than sixty (60) days' notice to Lakeview, may terminate this Easement Agreement; or,

- (ii) such breach or default may, at the option of the City, be deemed to constitute a default of Lakeview under the Ground Lease and after it has then given the Notice of default pursuant

to the Ground Lease, the City shall have its rights under the Ground Lease.

6. (a) Notwithstanding that Lakeview shall have complied in all respects with its obligations under this Agreement, if the City wishes to establish an alternate new truck route, then, on not less than one (1) year's prior written notice to Lakeview given by the City, this easement agreement shall terminate as of the date stated in the notice.
- (b) In the event that this easement agreement is terminated in accordance with the preceding provision 6(a), the City shall provide for an alternate truck route or routes and a new easement therefor. Such alternate truck route may be temporary during construction (whether before or subsequent to the termination as aforesaid) and will be specifically determined thereafter, provided that during construction of an alternative truck route, a temporary truck route will be available.
- (c) Lakeview acknowledges and agrees that the new truck route (or portions of it) may be closed for such time as may be reasonably necessary for repairs, maintenance and alterations or due to unforeseen and unusual circumstances. In particular and without limiting the generality of the foregoing, the City shall be entitled to close the new truck route at any time or from time to time throughout the term hereof, upon at least seven (7) days' notice to Lakeview, for such temporary periods of time as may be reasonably necessary for the purpose of fulfilling its obligations and exercising its rights under this Agreement, and Lakeview shall not be entitled to claim from or be paid any amount by the City in respect of such closure or resulting inconvenience or expense.
- (d) Anything in this Agreement to the contrary notwithstanding, providing such cause is not due to the wilful act or omission of the City, the City shall not be deemed in default with respect to the performance or fulfillment of any of the terms, covenants and conditions of this Agreement if the same shall be due to any cause beyond the City's control or otherwise including, without limitation, strike, lockout, failure of powers, civic commotion, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, or non-delivery of equipment, or through Act of God.
- (e) If the new truck route, including its doors, equipment and fixtures including the entrances thereto, the boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning or the ceiling, walls or floors of the new truck route or any part thereof become damaged or destroyed through the negligence, carelessness or misuse of Lakeview, its servants, agents, employees, contractors, licensees or any one for whom in law it is responsible, or through it or them in any way stopping up or injuring the heating

apparatus, water pipes, drainage pipes or other equipment or part of the site, the expense of the necessary repairs, replacements or alterations shall be borne by Lakeview who shall pay the same to the City forthwith upon demand.

7. Lakeview hereby agrees to indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for or be put to by reason of any damage to property or injury or death to persons, by reason of, arising out of or in consequence of any breach, violation or non-performance by Lakeview or any one for whom Lakeview is responsible in law, of any provision of this Agreement, or by reason of or arising out of its use of the new truck route or any part thereof or by reason of or arising out of any fault, neglect or default by Lakeview or of any of its agents or employees or any other person or persons for whom Lakeview is responsible in law in or on the new truck route. The rights to indemnity contained in this paragraph shall survive any termination of this Agreement, anything in this Agreement to the contrary notwithstanding.

8. This Agreement may not be modified or amended, except by an instrument in writing of equal formality herewith.

9. No waiver by any of the parties hereto of the breach of any covenant or provision hereunder shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenants or provisions hereunder. No waiver shall be effective unless in writing.

10. This Agreement shall be registered on title to the land described in Schedules "A" and "B" by Lakeview forthwith after its execution by the parties hereto.

11. (a) This Agreement shall be binding upon and shall enure to the benefit of Lakeview, its successors and its assigns permitted by the Ground Lease and this Agreement shall bind and run with the leasehold land described in Schedule "B".

(b) In the event that the Ground Lease with Lakeview is terminated prior to the expiration of its term, this Easement Agreement shall also terminate.

(c) Lakeview covenants and agrees that it will not dispose, by way of sale, transfer and/or assignment, or in any other way whatsoever, of any of its interests in the leasehold land described in Schedule "B" and in this Agreement unless and until such disposition is in compliance with the following:

(i) Lakeview shall acquire from any such purchaser, transferee or assignee, on closing, their Undertaking to the City, satisfactory to the City, to abide by and be bound by all of the terms, covenants and conditions of this Agreement and without delivering such undertaking to the City. The Undertaking shall be in the form attached hereto as Schedule "C". Such undertaking after execution by the parties thereto shall forthwith be registered on title by the parties subsequent in

interest. Any such undertaking arising from a transfer by Lakeview shall not have the effect of releasing Lakeview from its obligations and liabilities under the terms of this Agreement. Any such undertaking arising from a transfer by the first assignee from Lakeview and any assignee subsequent thereto shall have the effect of releasing Lakeview and the assignor in question, as the case may be, from their respective obligations and liabilities under the terms of this Agreement, provided that the City has consented to such transfer or disposition in accordance with the requirements of the Ground Lease. Any disposition in contravention of this provision shall be null and void; and,

- (ii) For the purpose of this provision, any transfer or issue by sale, bequest, inheritance, operation of law or other disposition or by subscription from time to time of all or any part of the corporate shares of Lakeview which results, in the City's opinion, in any change in the present effective voting control of Lakeview, shall be deemed to be a disposition within the meaning of this provision, and the transferee shall be deemed to be the party or parties who acquire the said shares and the provisions herein regarding any disposition shall apply mutatis mutandis thereto.
 - (d) Lakeview covenants and agrees that it will not mortgage any of its Leasehold Land described in Schedule "B" nor this Easement Agreement without acquiring from any such Mortgagee its covenant to the City to comply with this Agreement in the same manner that the Mortgagee is required by sec. 16.01 of the Ground Lease to agree to comply with the Ground Lease. Such covenant shall form part of the Mortgagee's Agreement with the City entered into pursuant to sec. 16.01 of the Ground Lease.
 - (e) An Assignment or other disposition as aforesaid shall only release Lakeview or the Assignor, as the case may be, from its obligations contained in this Agreement if the City has consented thereto and the requirements hereof have been satisfied.
12. (a) This Agreement is subject to and shall not take effect until the following approvals are received:
- (i) the approval of the Ontario Provincial Minister of Municipal Affairs and Housing; and,
 - (ii) the approval of Canada Mortgage and Housing Corporation.
- (b) The City will apply for the approvals set out above and take all necessary steps for such applications. Lakeview agrees to cooperate in the obtaining of such approvals.
13. Time shall be of the essence of this Agreement.
14. (a) Any notice required or permitted to be given hereunder shall be sufficiently given if in writing and mailed by registered mail, postage prepaid, as follows:

If to Lakeview:

Lakeview Development Ltd.
6th Floor
185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

Attention: The President

with a copy to:

Messrs. McJannet, Weinberg, Rich
Barristers & Solicitors
5th Floor
185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

Attention: Mr. J. T. McJannet

If to the City:

The Corporation of the City of Hamilton
City Hall
Attention: City Clerk
71 Main Street West
P.O. Box 2040
Hamilton, Ontario
L8N 3T4

- (b) Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth (5th) business day following the date of such mailing. Any party hereto may at any time give notice to any one or more of the parties hereto by a notice in writing served personally upon an Officer of such party or parties or in the case of the City, upon an official of the City, in which case, notice shall be deemed to be given and received on the day of such personal service.
- (c) Any party may at any time give notice to the other parties of any change of address of the party giving such notice and from and after the giving of such notice, the address therein specified (so long as it is within the Province of Ontario) shall be deemed to be the address of such party and any party may require that notice be given to other persons, corporations or entities who or which may or may not have an interest in this Agreement and upon the giving of notice of such requirement and the address for such required notice (so long as it is within the Province of Ontario), then such person, corporation or entity shall be deemed to have been named above for the purpose of giving and receiving notice thereafter.
- (d) The captions used in this Agreement are for convenience only and shall not be construed in interpreting this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine or the neuter gender shall include the masculine and neuter.

- (e) The parties agree that all of the provisions of this Agreement are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of this Agreement be illegal or not enforceable, it or they shall be considered separate and severable from the Agreement and its remaining provisions shall remain in full force and be binding upon the parties hereto as though the said provision or provisions had never been included.

15. The parties agree that the arbitration provision contained in Section 12 of the Interface Agreement shall apply to any dispute which arises in respect of the provisions hereof.

16. This Agreement may be executed in several counterparts each of which when executed by the parties shall be deemed to be an original and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF the parties have hereunto caused to be affixed their respective corporate seals attested by the signatures of their respective proper officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF HAMILTON

Mayor (c/s)

City Clerk (c/s)

LAKEVIEW DEVELOPMENT LTD.

Per: _____ (c/s)

Per: _____ (c/s)

LAKEVIEW DEVELOPMENT LTD.
(Sublessee under Instrument 153111 L.T.)

Per: _____ (c/s)

Per: _____ (c/s)

**KING STREET HAMILTON HOTEL LIMITED
PARTNERSHIP**
(Sublessee under Instrument 153111 L.T.)

Per: _____ (c/s)

Per: _____ (c/s)

LIST OF SCHEDULES

(attached to and forming part of an Agreement dated December 17, 1986 entered into between THE CORPORATION OF THE CITY OF HAMILTON and LAKEVIEW DEVELOPMENT LTD.)

- | | | |
|--------------|---|--|
| Schedule "A" | - | Legal description of new truck route |
| Schedule "B" | - | Legal description of Lakeview's leasehold premises |
| Schedule "C" | - | Blank form of Undertaking Agreement |

SCHEDULE "C"

(Attached to and forming part of the TRANSFER OF EASEMENT dated November 29, 1985 entered into among THE CORPORATION OF THE CITY OF HAMILTON, LAKEVIEW DEVELOPMENT LTD. and

THIS TRANSFER OF EASEMENT made as of the 29th day of November, 1985.

BETWEEN:

(hereinafter called the "Successor")

OF THE FIRST PART

- and -

**LAKEVIEW DEVELOPMENT LTD. and LAKEVIEW
DEVELOPMENT LTD. & KING STREET HAMILTON
HOTEL LIMITED PARTNERSHIP**

(hereinafter called "Lakeview")

OF THE SECOND PART

- and -

THE CORPORATION OF THE CITY OF HAMILTON

(hereinafter called the "City")

OF THE THIRD PART

WITNESSETH THAT:

WHEREAS by a Ground Lease dated as of the 3rd day of May, 1983 wherein Lakeview Development Ltd. (hereinafter called "Lakeview") is the lessee and the City is the lessor, the City did demise and lease unto Lakeview the land therein described, which land (hereinafter called the "Leasehold Land") is described in Schedule "A" attached hereto, for and during the term of years to be computed from and inclusive of the 3rd day of May, 1983 and fully to be complete and ended on the 31st day of October, 2069 at and under the yearly rental, covenants, conditions and agreements expressed and declared in the Ground Lease which lease was registered as Instrument No. 271066 C.D.;

AND WHEREAS by the Transfer of Easement dated November 29, 1985, Lakeview did grant to the City the right, interest and easement in the Schedule "A" Leasehold Land to construct, maintain and operate a climate controlled pedestrian bridge above King Street West, Hamilton, to connect the Plaza Level of the Hotel and adjacent L. D. Jackson Square facilities and premises with the City's Convention Centre and related facilities lying South of King Street West (hereinafter this Agreement shall be referred to as the "Transfer of Easement");

AND WHEREAS it is a term of the Transfer of Easement that Lakeview shall not sell, transfer or assign any of its leasehold interest in the Schedule "A" Leasehold Land without first requiring any such purchaser or assignee to enter into this Agreement with the City.

AND WHEREAS Lakeview has assigned to the Successor its interest in the Ground Lease and Leasehold Land by an Assignment of Lease (herein the "Contract") registered as Instrument No. _____;

NOW THEREFORE in consideration of the sum of Five (\$5.00) Dollars and other good and valuable consideration paid by the City to each of the other parties hereto (the receipt and sufficiency whereof being hereby acknowledged), the parties hereto acknowledge, covenant and agree as follows:

1. (a) The Successor and Lakeview agree with each other and covenant to the City that the Contract is expressly subject to the rights of the City under the Transfer of Easement and to the obligations of Lakeview under the Transfer of Easement.
- (b) The Successor hereby undertakes, covenants, promises and agrees to Lakeview and to the City that the Successor shall perform and abide by and be bound by at all times, all of the terms, covenants and conditions and obligations on the part of Lakeview contained in the Transfer of Easement and that the City shall be entitled to all remedies in respect of breaches of covenants and conditions as if the Successor were named in the Transfer of Easement.
- (c) The Successor shall at all times comply with the terms, provisions and conditions of the Transfer of Easement and do all such acts, matters and things as may be requisite and necessary to maintain the Transfer of Easement in good standing at all times and, without limiting the generality of the foregoing, it is further acknowledged and agreed by Lakeview and the Successor that the obligations of Lakeview under the Contract shall be subject always to Lakeview's obligation under the Transfer of Easement not to do or allow to be done any act or omission or other matter or thing which shall constitute or be deemed to constitute a default under the Transfer of Easement.
- (d) Lakeview and the Successor hereby covenant with each other that the Contract between them is subject to an obligation and covenant between them not to do or allow to be done any act or omission or other matter or thing which shall constitute or be deemed to constitute a default under the Transfer of Easement and covenant further to do all such acts, matters and things as may be requisite and necessary to maintain the Transfer of Easement in good standing at all times.
- (e) Lakeview and the Successor hereby acknowledge and agree that wherever and whenever a conflict shall arise between the rights of the City under the Transfer of Easement and the provisions of the Contract, the rights of the City shall prevail.
- (f) This Agreement shall be registered by the Successor in the Land Registry Office against Lakeview's Leasehold Land described in Schedule "A" forthwith after its execution.
- (g) This Agreement is entered into and delivered to the City as required by the Transfer of Easement. It only fulfills the obligation of the Successor named herein. Other parties subsequent in interest to

Lakeview including the assigns of the Successor are required to enter into their own Agreement with the City.

- (h) This Agreement to the City shall in no way affect or release Lakeview from its liabilities and responsibilities under the terms of the Transfer of Easement and Lakeview covenants and agrees with the City that it shall remain responsible for all of such liabilities and responsibilities notwithstanding this Agreement nor the Contract. By joining in this Agreement, the City does not thereby acknowledge or approve of any of the terms of the Contract between Lakeview and the Successor.
2. (a) Any notice in writing required or permitted to be given to Lakeview hereunder shall be given by registered mail, postage prepaid, addressed to:

Lakeview Development Ltd. and
King Street Hamilton Hotel Limited Partnership
6th Floor, 185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

with copy sent contemporaneously to:

McJannet, Weinberg, Rich
Barristers & Solicitors
5th Floor
185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

Attention: Mr. J. T. McJannet, Q.C.

- (b) Any notice in writing required or permitted to be given to the Successor hereunder shall be given by registered mail, postage prepaid, addressed to:

GGH Holdings Canada Inc.
c/o Messrs. McMillan, Binch
Barristers & Solicitors

Attention: Mr. David McCordle

- (c) Any notice in writing required or permitted to be given to the City shall be given by registered mail, postage prepaid, addressed to:

The City Clerk
The Corporation of the City of Hamilton
City Hall
71 Main Street West
P.O. Box 2040
Hamilton, Ontario
L8N 3T4

- (d) Any such notice mailed as aforesaid shall be deemed to have been given to the recipient on the fifth business day following the date of such mailing.

- (e) Any party may at any time give notice to each of the other parties of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified so long as it is within the Province of Ontario shall be deemed to be the address of such party.

3. The Successor hereby agrees to indemnify and save Lakeview harmless from any and all actions, suits, losses, charges, demands, liabilities and expenses incurred or suffered by Lakeview as a direct or indirect result of any failure or refusal by the Successor to perform and abide by all of the terms, covenants, conditions and obligations on the part of Lakeview contained in the Transfer of Easement or any breach by the Successor of the terms of the Transfer of Easement or of the terms hereof.

4. Each of the parties hereto covenants and agrees with the others of them to do all such acts, matters and things as may be requisite and necessary to give full force and effect to the provisions of this Agreement and to carry out and perform the same in accordance with its terms.

5. This Agreement may be executed in several counterparts each of which when executed shall be deemed to be an original and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have duly executed these present.

LAKEVIEW DEVELOPMENT LTD.

Per: _____

Per: _____

**KING STREET HAMILTON HOTEL LIMITED
PARTNERSHIP**

Per: _____

Per: _____

**THE CORPORATION OF THE CITY OF
HAMILTON**

Mayor

City Clerk

Successor

HOTEL MANAGEMENT AMENDING AGREEMENT

THIS AMENDING AGREEMENT dated as of the 31st day of March, 1989.

B E T W E E N :

THE CORPORATION OF THE CITY OF HAMILTON,
(the "City"),

OF THE FIRST PART,

- and -

LAKEVIEW DEVELOPMENT LTD.,
("Lakeview"),

OF THE SECOND PART,

- and -

GGs HOTEL HOLDINGS CANADA INC.,
(the "Assignee"),

OF THE THIRD PART,

- and -

KING STREET HAMILTON HOTEL LIMITED PARTNERSHIP
(the "Limited Partnership"),

OF THE FOURTH PART.

WHEREAS:

(a) Lakeview and the City have entered into and registered on title to the land described in Schedule "A" attached hereto, the following agreements:

- (i) Development Agreement dated November 19, 1981, registered as Instrument No. 292836 C.D.;
- (ii) Agreement dated August 3, 1982, registered as Instrument No. 292837 C.D.;
- (iii) Closing Agreement dated May 3, 1983, registered as Instrument No. 292838 C.D.;
- (iv) Agreement dated July 29, 1983, registered as Instrument No. 292840 C.D.;
- (v) Agreement dated November 1, 1984 between Lakeview, the City and Citibank Canada, registered as Schedule "B" to Agreement registered as Instrument No. _____;
- (vi) Agreement dated August 1, 1985, registered as Instrument No. _____;
- (vii) Agreement dated August 21, 1985, registered as Instrument No. 221565 L.T.;
- (viii) Agreement dated December 1, 1986, registered as Instrument No. _____ (Banquet Facilities Amending Agreement)

(these agreements shall herein collectively be referred to as the "Development Agreement");

(b) The City, as the Landlord of the land described in Schedule "A" attached hereto has entered into a Ground Lease dated May 3, 1983 with Lakeview as tenant (registered as Instrument No. 271066 C.D.), which lease was amended by by certain agreements, including Agreement dated May 3, 1983 (the "Closing Agreement") registered as Instrument No. 2928

Appendix "F" as referred to in Section 1(e) of the TENTH Report for 1989 of the Planning & Development Committee.

Agreement dated July 29, 1983, registered as Instrument No. 292840 C.D., a further Agreement dated November 1, 1984 between Lakeview, the City and Citibank Canada, registered as Schedule "B" to an Agreement registered as Instrument No. _____ and a further Agreement dated August 21, 1985 and registered as Instrument No. 221565 L.T. (hereinafter collectively called the "Lease");

- (c) Lakeview executed a sub-lease (the "Sublease") dated as of October 1, 1984 in favour of Lakeview and the Limited Partnership (together, the "Sublessees") registered as Instrument No. 153111 L.T.;
- (d) By Amending Agreement dated the 29th day of July, 1983 (registered as Instrument No. 292840 C.D.), Lakeview and the City amended the Development Agreement, the Lease, a certain agreement (the "Planning Act Agreement") dated as of the 3rd day of May, 1983 (registered as Instrument No. 292839 C.D.) and the Closing Agreement by changing the hotelier (the "Hotelier") as defined in the Lease and the Development Agreement, and as contemplated in other Agreements, from Hilton International Co. to ITT Industries Canada Ltd.;
- (e) By Amending Agreement dated the 21st day of August, 1985 (registered as Instrument No. 221565 L.T.), Lakeview, the City, and the Sublessees amended the Development Agreement, the Lease, the Planning Act Agreement and the Sublease by changing the Hotelier from ITT Industries Canada Ltd. to Lakeview Development Ltd. and by changing the hotel agreement (the "Hotel Agreement") as defined in the Lease, and as attached as Schedule "K" to the Development Agreement (Instrument No. 292836 C.D.) to the agreement (the "Original Lakeview Management Agreement") attached as Schedule "A" to the Amending Agreement dated as of August 21, 1985 and registered as Instrument No. 221565 L.T.;
- (f) Lakeview has agreed to assign the Lease to and in favour of the Assignee effective as March 31, 1989 or such other date as may be agreed upon between Lakeview and the Assignee (the "Effective Date") and the Sublessees have agreed to surrender the Sublease;
- (g) Lakeview and the Assignee have agreed that Lakeview shall manage the Sheraton Hamilton Hotel (the "Hotel") located on the lands described in Schedule "A" attached hereto, on behalf of the Assignee, effective as of and from the Effective Date, pursuant to the terms of the agreement (the "New Lakeview Management Agreement") attached hereto as Schedule "B", and have requested that the City agree as provided for herein that the Hotel Agreement shall be changed from the Original Lakeview Management Agreement to the New Lakeview Management Agreement.

NOW THEREFORE in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereto agree as follows:

- (1) Section 1.01(h) of the Lease, as amended, shall be further amended effective as of the Effective Date, by deleting the same and substituting therefor the following:
 - (h) "Hotel Agreement" shall mean the Agreement attached as Schedule "B" to an Amending Agreement dated as of the 31st day of March, 1989, entered into

between The Corporation of the City of
Hamilton, Lakeview Development Ltd. and
GGS Hotel Holdings Canada Inc.

- (2) Section 16.03 of the Lease shall be deleted effective as of and from the Effective Date.
- (3) The Development Agreement, the Planning Act Agreement, and the Lease, as amended, are hereby deemed to be further amended so that all references to Lakeview Development Ltd., as manager of the Hotel or "Hotelier" therein shall, in all cases, mean Lakeview in its capacity as manager for and on behalf of the Assignee, and all references to the management agreement for the Hotel, or to the Hotel Agreement, shall refer to the Agreement attached hereto as Schedule "B", provided that nothing herein contained shall otherwise, in any way, waive, modify, alter or amend the provisions of Subsection (j) of Section 3.06 of the Development Agreement and the obligations of Lakeview thereunder.
- (4) The terms and conditions of the Development Agreement, the Lease and the Planning Act Agreement as amended herein are hereby ratified and confirmed and the parties agree that the aforesaid Agreements shall continue in full force and effect, as amended hereby.
- (5) Nothing in this Agreement or in the Lease or any other Agreement shall amend Section 4.04(b) of the Development Agreement (Instrument No. 292836 C.D.), or derogate from the right of Lakeview to receive from the City a "final completion certificate" or "certificate of completion", as referred to therein, which certificate shall pursuant to the terms of Section 4.04(b) of the Development Agreement, effectively discharge Lakeview from each and every obligation, covenant, agreement and undertaking contained in the Development Agreement.
- (6) The Assignee and Lakeview represent to the City that they have applied to ITT Industries of Canada Ltd. (Sheraton) for a transfer and assignment of the licence agreement (the "Licence Agreement") and reservation system agreement (the "Reservation System Agreement") in form attached to the Agreement dated August 21, 1985 (registered as Instrument No. 221565 L.T.) as Schedules "B" and "C", respectively, and that the Assignee and Lakeview shall exercise their best efforts to complete such transfer and assignment as expeditiously as possible and prior to April 30, 1989 and shall do such things as may be reasonably necessary in connection therewith, and that the Assignee shall maintain such Agreements in full force and effect, in accordance with their terms. The Assignee shall not change the said Licence Agreement and Reservation System Agreement for the operation of the Hotel as a Sheraton Inn to a license to operate the Hotel as some other type of hotel or under any name other than "Sheraton Hamilton Hotel", without the consent of the City, which consent shall not be unreasonably withheld.
- (7) Notice to the Assignee shall be addressed and delivered to the Assignee at:

GGS HOTEL HOLDINGS CANADA INC.
c/o McMillan, Binch
Barristers and Solicitors
P.O. Box 38, South Tower
Royal Bank Plaza
Toronto, Ontario
M5J 2J7
Attention: David McCordic

- (8) (a) This Agreement is subject to the approval of Canada Mortgage and Housing Corporation and the Minister of Municipal Affairs.
- (b) The City will apply for the approvals set out in paragraph 8(a) above and shall take all steps necessary or desirable for the purpose of such applications. The Assignee and Lakeview agree to co-operate in the obtaining of such approvals.
- (9) This Agreement is conditional upon the assignment by Lakeview in favour of the Assignee of its interest in the Lease.
- (10) The Limited Partnership consents to the within provisions. The Sublessees and Lakeview hereby terminate the Original Lakeview Management Agreement effective as of the Effective Date, and the City hereby consents to such termination.
- (11) In addition to the indemnities set out in the Development Agreement, and without in any way, limiting or abrogating such indemnities, Lakeview, the Limited Partnership and the Assignee hereby jointly and severally irrevocably agree at all times to indemnify and save harmless the City, and its successors, assigns and all those claiming under it or them, from and against all actions, causes of action, interests, claims, demands, costs, damages, expenses or losses of any kind or nature whatsoever which the City or any of them, may bear, suffer or be put to by reason of, in connection with, or in any way referable to this agreement.
- (12) Time shall in all respects be of the essence hereof.
- (13) This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF HAMILTON

Per: _____
Mayor

Per: _____
(Deputy) City Clerk

LAKEVIEW DEVELOPMENT LTD.

Per: _____

GGs HOTEL HOLDINGS CANADA INC.

Per: _____

KING STREET HAMILTON HOTEL LIMITED
PARTNERSHIP BY ITS GENERAL PARTNER;
127089 CANADA LTD.

Per: _____

Per: _____

ASSIGNMENT OF INTERFACE AGREEMENT

THIS AGREEMENT made as of and effective from the 31st day of March, 1989.

BETWEEN:

THE CORPORATION OF THE CITY OF HAMILTON
(hereinafter referred to as the "City"),
OF THE FIRST PART,

- and -

LAKEVIEW DEVELOPMENT LTD.,
(hereinafter referred to as the "Assignor"),
OF THE SECOND PART,

- and -

GGS HOTEL HOLDINGS CANADA INC.
(hereinafter referred to as the "Assignee"),
OF THE THIRD PART,

- and -

SECOND PHASE CIVIC SQUARE LIMITED
(hereinafter referred to as "Second Phase"),
OF THE FOURTH PART,

- and -

FOURTH PHASE CIVIC SQUARE LIMITED
(hereinafter referred to as "Fourth Phase"),
OF THE FIFTH PART.

WHEREAS the City, the Assignor, Second Phase and Fourth Phase entered into an interface agreement dated July 30, 1984 registered in the Hamilton-Wentworth Registry Office as Instrument No. 161659 LT, and as Instrument No. 320192 CD and as amended by agreement dated March 31, 1989 registered as Instrument No. (the "Interface Agreement") setting out certain of their respective rights and obligations pertaining to certain lands, legally described in Schedule "A", "B" and "C" attached to the Interface Agreement;

AND WHEREAS the Assignor has agreed to assign its interest in the Hotel Lease (as such term is defined in the Interface Agreement) and the land (the "Hotel Land") described in Schedule "A" attached hereto, and has agreed to sell to the Assignee all of its right, title and interest in and to the Sheraton Hamilton Hotel and such other improvements (together, the "Hotel") as are owned by the Assignor and situated on the Hotel Land effective as of the date hereof (the "Effective Date");

AND WHEREAS Section 13(g) of the Interface Agreement provides that the parties thereto shall not dispose of any of their respective interests in the lands described in Schedules "A", "B" and "C" attached to the Interface Agreement without first acquiring from the purchaser, transferee or assignee their undertaking to abide by and be bound by the Interface Agreement and any agreement, easement, lease or sub-lease contemplated thereby;

AND WHEREAS the parties hereto have agreed to enter into this Assignment of Interface Agreement on the terms set out herein, which include the undertaking of the Assignee as required by the terms of the Interface Agreement.

Appendix "G" as referred to in Section 1(f) of the TENTH Report for 1989 of the Planning & Development Committee.

NOW THEREFORE in consideration of the mutual covenants and agreements between the parties to this Agreement and the sum of ONE (\$1.00) DOLLAR paid by each of the parties hereto to each of the other parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Assignee hereby covenants and undertakes, in favour of all of the other parties hereto, to fulfil all of the Assignor's outstanding obligations provided for under, and to abide by, comply with and be bound by all of the terms, covenants and conditions of the Interface Agreement and any agreement, easement, lease or sub-lease contemplated by the terms of the Interface Agreement and executed pursuant to the terms thereof, as of and from the Effective Date, in accordance with the requirements of Section 13(g) of the Interface Agreement.

2. The Assignor hereby transfers, sets over and assigns unto the Assignee, as of and from the Effective Date, all of its right, title, benefit, and interest in and to the Interface Agreement and all agreements, easements, leases and sub-leases contemplated by the terms of the Interface Agreement and executed pursuant to the terms thereof, to have and to hold the same unto the Assignee, subject to the Assignee's observance and performance of and compliance, with the terms, covenants, conditions and obligations on the part of the Assignor under the terms of the Interface Agreement and such agreements, easements, leases and subleases.

3. The City, Second Phase and Fourth Phase consent to the Assignment of the Interface Agreement contained herein from the Assignor to the Assignee as of and from the Effective Date and hereby covenant and agree with and in favour of the Assignee and the Assignor that they shall abide by and be bound by all of the terms, covenants and conditions, and shall perform and fulfil all of their respective obligations, contained in the Interface Agreement and any agreement, easement, lease or sub-lease contemplated by the Interface Agreement and executed by such party pursuant to the terms thereof. Notwithstanding anything to the contrary herein the parties agree that by giving their consent pursuant to this agreement the City does not thereby release any party from the observance or performance of all terms, covenants and conditions contained in the Interface Agreement to be performed or observed.

4. Second Phase, Fourth Phase and the Assignor hereby represent and warrant to the Assignee that:

- (a) The Assignor has completed construction of an exit from the Hotel Parking to the Fourth Phase land as described in Schedule "B" to the Interface Agreement and a widening of the existing egress ramp from the Second Phase Improvements to King Street West and has completed all other alterations required to provide egress from the Hotel Parking to King Street West as required by Section 4.4(a) of the Interface Agreement, subject only to the outstanding obligation of the Assignor to pay a sum of approximately \$21,000.00, not to exceed \$27,000.00, to Fourth Phase for changes to be carried out by Fourth Phase to certain concrete walls shown on Detail "D" on Reference Plan 62R-8548 and for certain monitoring equipment to be installed by Fourth Phase [the "Parking Alterations"], as more fully set out in the Hotel Parking Agreement. The Assignee shall bear no costs for the Parking Alterations. Accordingly, the \$150,000.00 letter of credit referred to in Section 4.4(b) of the Interface Agreement has been released and is no longer required and the Assignor is no longer required to provide the indemnities and insurance coverage referred to in Section 4.4(c) of the Interface Agreement. Accordingly, the Assignee has no present or future obligation, financial or otherwise, pursuant to this provision.

- (b) The Assignor has compensated Second Phase and Fourth Phase for all the costs and expenses incurred in respect of the construction of the egress route and any matters relating thereto (except as referred to in paragraph 4(a) above) as required by Section 4.4(f) of the Interface Agreement, including all costs and expenses up to and including the Effective Date, and accordingly, the Assignee has no present or future obligation, financial or otherwise, pursuant to this provision.
- (c) Fourth Phase has constructed the truck loading dock and the Assignor has paid the sum of \$114,400.00 to Fourth Phase, as required under Section 5(a) of the Interface Agreement, and accordingly, the Assignee has no present or future obligation, monetary or otherwise pursuant to this provision.
- (d) The Assignor has completed the construction of the interconnection between Parts 3 and 4 pursuant to Section 7 of the Interface Agreement and the Assignor is not obligated to pay to Fourth Phase any amount in respect thereof.

5. The Assignor hereby represents and warrants to the Assignee that:

- (a) the Interface Agreement hereby assigned is in full force and effect, unamended, except as referred to herein, is in good standing and there are no defaults thereunder on the part of the Assignor;
- (b) the Assignor has a good, valid and legal right to absolutely assign and transfer the Interface Agreement to the Assignee, free and clear of all assignments, mortgages, charges, pledges, security interests and other encumbrances subject to the permitted encumbrances listed on Schedule "B" attached hereto;
- (c) the Assignor has taken all necessary action, corporate or otherwise, to authorize the execution and delivery of this Assignment and the performance of its obligations contained in this Assignment;
- (d) the execution, delivery and performance of this Assignment will not conflict with, be in or contribute to a contravention, breach or default under the Assignor's constituting documents, by-laws, resolutions or the provisions of any indenture, instrument, agreement or undertaking to which the Assignor is a party or bound, or under any valid regulation, order, writ or decree of any court, tribunal, arbitration panel or governmental authority;
- (e) this Assignment has been duly executed by the Assignor and when duly executed and delivered by all parties hereto will be in full force and effect and will constitute a legal, valid and binding obligation of the Assignor, enforceable in accordance with its terms; and
- (f) there is no pending or threatened litigation, action, claim or fact known to the Assignor and not disclosed to the Assignee which adversely affects or could adversely affect the rights of the Assignor or Assignee thereunder or under this Assignment;

6. The Assignee hereby agrees to indemnify and save the Assignor harmless from all suits, losses, costs, liabilities, damages and expenses suffered or incurred by the Assignor in connection with or as a result of the Assignee's failure to fulfill all of the Assignor's obligations provided for under the Interface Agreement or to abide by and comply with all of the terms, covenants

and conditions of the Interface Agreement and all of the agreements, easements, leases and sub-leases contemplated by the terms of the Interface Agreement and executed pursuant to the terms thereof as required pursuant to paragraph 1 hereof, save and except for any such liabilities, debts and obligations as may arise, or may be incurred by the Assignor, prior to the Effective Date.

7. The Assignee acknowledges that it has received a copy of the executed Interface Agreement as amended, and is familiar with the terms, covenants and conditions contained therein.

8. The parties in all other respects hereby confirm that the Interface Agreement is in full force and effect, unchanged and unmodified except as set out herein. All undefined capitalized terms and expressions used in this Agreement shall have the meanings ascribed thereto under the terms of the Interface Agreement.

9. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns, respectively.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written by affixing their respective corporate seals under the hands of their proper signing officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF HAMILTON

Per: _____

Per: _____

LAKEVIEW DEVELOPMENTS LTD.

Per: _____

Per: _____

GGs HOTEL HOLDINGS CANADA INC.

Per: _____

Per: _____

SECOND PHASE CIVIC SQUARE LIMITED

Per: _____

Per: _____

FOURTH PHASE CIVIC SQUARE LIMITED

Per: _____

Per: _____

SLA^AGRINT:VWRE
March 22, 1989

as a RELEASE AGREEMENT

THIS AGREEMENT dated the 12th day of May, 1986.

BETWEEN:

CITIBANK CANADA,
a Canadian Chartered Bank, having its
head office at the City of Toronto, in the
Province of Ontario,
(hereinafter called the "Bank"),

- and -

THE CORPORATION OF THE CITY OF HAMILTON,
a municipal corporation,
(hereinafter called the "City"),

- and -

LAKEVIEW DEVELOPMENT LTD.,
a corporation continued under the laws of Canada
(hereinafter called "Lakeview").

WHEREAS the Bank, the City and Lakeview entered into an agreement (the "Citibank Agreement") dated November 1, 1984, (a true copy of which is attached hereto as Schedule "B") setting out certain rights and obligations among the parties thereto respecting, inter alia, the Ground Lease (registered as No.271066 C.D.) and the Development Agreement (registered as 292836 C.D.);

AND WHEREAS the terms and conditions of the Citibank Agreement (sec.6.07) provide that the rights and obligations of the Bank thereunder shall cease at such time as the Bank has been repaid in full for any monies advanced by the Bank to Lakeview with accrued interest thereon and all other costs, as defined in the Loan Agreement;

AND WHEREAS Lakeview has repaid, in full, to the Bank all monies advanced by the Bank to Lakeview with accrued interest thereon and all other costs, and the Bank has given to Lakeview a Cessation of Charge 153990 L.T. made by Lakeview to the Bank and the Cessation has been registered as 163664 L.T. on August 26, 1985;

Appendix "H" as referred to in Section 1(g) of the TENTH Report for 1989 of the Planning & Development Committee.



gjk

AMENDING AGREEMENT dated this 1st day of December, 1986.

B E T W E E N:

THE CORPORATION OF THE CITY OF HAMILTON,

Hereinafter called the "City",

OF THE FIRST PART

- and -

LAKEVIEW DEVELOPMENT LTD.,

Hereinafter called "Lakeview",

OF THE SECOND PART

WHEREAS:

(a) Lakeview and the City have entered into and registered on title to the leasehold land described in Schedule "A" attached hereto, the following agreements:

Development Agreement, dated November 19, 1981, registered as Instrument No. 292836 C.D.;

Agreement dated August 3, 1982, registered as Instrument No. 292837 C.D.;

Closing Agreement dated May 3, 1983, registered as Instrument No. 292838 C.D.; and,

Agreement dated July 29, 1983, registered as Instrument No. 292840 C.D.

(b) The City, as Landlord of the land described in Schedule "A" attached hereto, has entered into a Ground Lease dated May 3, 1983 with Lakeview as Tenant (registered as Instrument No. 271066 C.D.), which Lease was amended by further Agreement dated July 29, 1983, registered as Instrument No. 292840 C.D. and a further Agreement dated May 3, 1983 (Closing Agreement), registered as Instrument No. 292838 C.D.

(c) The Development Agreement and the Ground Lease have both been further amended by:

(i) an Agreement (the "Citibank Agreement") dated November 1, 1984, among Lakeview, Citibank Canada and the City, being attached as Schedule "B" to a Release Agreement among the same parties registered as Instrument No. ; and,

(ii) an Agreement dated August 21, 1985, entered into between Lakeview and the City and registered as Instrument No. 221565 L.T.

(d) Lakeview has requested the City to amend by this Agreement the Hotel Development Criteria on Hotel banquet facilities set out in Paragraph (b) of Schedule "C" attached to and forming part of the Development Agreement registered as Instrument No. 292836 C.D.

NOW THEREFORE in consideration of the sum of ONE DOLLAR (\$1.00), now paid by each of the parties to the others, (the receipt of which is hereby acknowledged), the parties hereto agree as follows:

1. Lakeview and the City agree that Schedule "C" of the Development Agreement registered as Instrument No. 292836 C.D. is hereby amended by deleting paragraph (b) and substituting the following:

"Competition between facilities of the Hotel and the Convention Centre is to be avoided. However, it is recognized that the Hotel must be competitive with other hotels and consequently, if necessary (while preference will be given to a smaller facility), banquet facilities will be permitted in the Hotel, provided that their combined total seating capacity shall not be in excess of 750 seats with the largest banquet room having a maximum seating capacity of 500 seats."

2. Time shall remain of the essence of the Development Agreement amended by paragraph one of this Agreement.

3. Lakeview acknowledges:

- (a) that under sec.6.03 of the Ground Lease, Lakeview is required to obtain the written approval of the City prior to commencing alterations as defined therein.
- (b) that under sec.6.07 of the Ground Lease, Lakeview is required to comply with all provincial and municipal fire, safety, health and construction standards and regulations with respect to any of Lakeview's alterations or expansions;

4. This Agreement shall be registered by Lakeview on the Schedule "A" leasehold land forthwith after the execution of this Agreement by all of the parties.

5. (a) This Agreement is subject to the approval of:

- (i) the Ontario Provincial Minister of Municipal Affairs and Housing; and,
- (ii) Canada Mortgage and Housing Corporation.

(b) The City will apply for the approvals set out in paragraph 5(a) and take all necessary steps for such applications. Lakeview agrees to co-operate in the obtaining of such approvals.

IN WITNESS WHEREOF the parties have hereunto caused to be affixed their respective corporate seals attested by the signatures of their respective proper officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF HAMILTON

Mayor

City Clerk

LAKEVIEW DEVELOPMENT LTD.

L. Lake

L. Lake

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Unless there is something in the subject matter inconsistent therewith or unless otherwise defined herein, all capitalized expressions used herein shall have the meaning ascribed thereto in the Citibank Agreement.

2. All rights and obligations of the Bank under the Citibank Agreement ceased ^{Notwithstanding anything to the contrary contained in this Agreement.} ^{to be from and after} August 23, 1985. ^{including without limitation paragraph 9 hereof}

3. The Bank hereby specifically acknowledges to the City that Sections 4.01 to 4.04 (inclusive) and Section 6.02 of the Citibank Agreement shall not be enforceable by the Bank against the City or against Lakeview.

4. The Bank shall no longer be (as set out in Section 6.02 of the Citibank Agreement) the financial institution designated to hold insurance proceeds, which designation is provided for in Section 4.06(g)(v) of the Ground Lease.

5. The City and Lakeview jointly and severally remise, release and forever discharge the Bank of and from all manner of actions, causes of action, proceedings, judgments, debts, liabilities, losses, covenants, contracts, agreements, rights, claims and demands (hereinafter collectively called "Claims") whatsoever which either or both of the City and Lakeview and their respective successors and assigns ever had, now have or may hereafter have for or by reason of any cause, matter or thing whatsoever existing up to the present time or hereafter arising out of or from the Citibank Agreement.

6. The City and Lakeview acknowledge that the release contained in paragraph 5 above is intended to extend to, and does extend to, Claims now known to exist and Claims not now known or suspected to exist, even if the knowledge or suspicion of which would have materially affected the decision of either or both the City and Lakeview to execute and deliver this Release Agreement.



gdl

7. The Bank hereby remises, releases and forever discharges the City and Lakeview of and from all Claims whatsoever which the Bank and its successors and assigns ever had, now have or may hereafter have for or by reason of any cause, matter or thing whatsoever existing up to the present time or hereafter arising out of or from the Citibank Agreement.

8. The Bank acknowledges that the release contained in paragraph 7 above is intended to extend to, and does extend to, Claims now known to exist and Claims not now known or suspected to exist, even if the knowledge or suspicion of which would have materially affected the decision of the Bank to execute and deliver this Release Agreement.

9. (a) Lakeview and the City hereby agree that only the terms, covenants and conditions of the Citibank Agreement which are set out in the following list shall continue in full force and effect as between, and shall be binding upon, and enforceable by each of, Lakeview and the City:

<u>Sections:</u> 1.02	7.01
1.03	7.02
3.01(second paragraph only)	7.03
4.02	7.04
5.01(except for last sentence)	7.05
6.03	7.06
6.04	7.07
6.06(except re: delivery of	7.08
certificate to Bank)	7.09
6.08	7.10
6.09	
6.10	

(b) The City, Lakeview and the Bank agree that the other terms, covenants and conditions of the Citibank Agreement that are not listed in subparagraph (a) above shall cease and be of no further force and effect among the City, Lakeview and the Bank.

10. The provisions of this Release Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns.

11. Lakeview shall register on title to the Leasehold land described in Schedule "A" attached hereto, this Release Agreement forthwith after the execution of this Release Agreement by the parties hereto and the parties hereto covenant to do or complete all such acts, matters, deeds, assurances and things as may be reasonably requisite for the registration of this Release Agreement.

12. This agreement may be executed in several counterparts each of which when executed by the parties shall be deemed to be an original and such counterparts shall together constitute one and the same instrument.

13. Attached hereto as Schedule "B" is a true copy of the November 1, 1984 Citibank Agreement entered into among the City, Lakeview and Citibank.

IN WITNESS WHEREOF the parties hereto have executed this Agreement ~~as of the day, month and year hereinabove written.~~

March , 1989. (u)

CITIBANK CANADA

PER: _____

Name: Gerry Manno
Title: Vice-President

I have authority to bind the corporation

PER: _____

THE CORPORATION OF THE CITY OF HAMILTON

Mayor

City Clerk

LAKEVIEW DEVELOPMENT LTD.

PER: _____

KEITH LEVIT SECRETARY

PER: _____

DREW IRWIN CONTROLLER

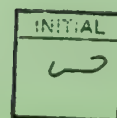
SCHEDULE "A"

(Attached to and forming part of the RELEASE AGREEMENT dated May 12, 1986 among CITIBANK CANADA, THE CORPORATION OF THE CITY OF HAMILTON and LAKEVIEW DEVELOPMENT LTD.)

LEASEHOLD LAND

Part of Lots 1 and 2 and the unnumbered lot in Block 1, Parts of Lots 1 and 2 and the unnumbered lot in the Block bounded by King, Park, Market and MacNab Streets all according to DAVID KIRKENDALL SURVEY registered in the Land Registry Office for the Registry Division of Wentworth as Plan No. 39; and Part of Park Street immediately east of the said Block 1 (said Park Street now closed by the City of Hamilton By-Law No. 81-14 dated December 9, 1980 and registered in the said Land Registry Office as Instrument No. 174954 C.D.) and which said parcel may be more particularly described as all of Part 1 according to a reference plan received and deposited in the said Land Registry Office as Plan 62R-7454.

Registered as Parcel 1-2 in the leasehold register for Section W-39(c).



fill

CERTIFICATE OF FINAL COMPLETION

TO: GGS Hotel Holdings Canada Inc.
c/o McMillan, Binch
Box 38, South Tower
Royal Bank Plaza
Toronto, Ontario M5J 2J7

AND TO: Lakeview Development Ltd.
6th Floor - 185 Carlton Street
Winnipeg, Manitoba R3C 3J1

AND TO: McMillan, Binch
Box 38, South Tower
Royal Bank Plaza
Toronto, Ontario M5J 2J7

AND TO: McJannet Rich
5th Floor - 185 Carlton Street
Winnipeg, Manitoba R3C 3J1

Re: Development Agreement dated the 19th day of November, 1981 and registered against title to the property on which the Sheraton Hamilton Hotel is situated, as Instrument No. 292836 CD, as amended by certain Agreements including Agreements dated August 3, 1982, May 3, 1983, July 29, 1983, August 1, 1985, August 21, 1985, August 25, 1985 and December 1, 1986, all between the Corporation of The City of Hamilton and Lakeview Development Ltd., and as further amended by Agreement dated November 1, 1984 between The Corporation of the City of Hamilton, Lakeview Development Ltd. and Citibank Canada.

Pursuant to Section 4.04(b) of the Development Agreement dated November 19, 1981, as amended, the Review Authority hereby certifies that the Improvements have been completed in conformity with the Final Working Drawings and Specifications (with such Modifications, if any, as have been approved under the Development Agreement) and the Developer has installed the furnishings, fixtures and equipment and has otherwise complied with the opening requirements as set out in Schedule "K" to the Development Agreement. The terms used in this Certificate shall be ascribed the same meanings as set forth in the Development Agreement. This Certificate is, and is intended to be a Certificate of Completion or a Final Completion Certificate as contemplated by the terms of Section 4.04(b) of the Development Agreement and discharges the Developer from each and every obligation, covenant, agreement and undertaking contained in the Development Agreement except for the obligations contained in the Ground Lease dated May 3, 1983 between The Corporation of the City of Hamilton and Lakeview Development Ltd., as amended from time to time, and the obligation to enter into and deliver to City of Hamilton a registrable Pedestrian Bridge Agreement as attached hereto as Schedule "A". The Review Authority hereby confirms that there are no further Improvements to be done pursuant to the Development Agreement.

DATED this day of 1989.

Mr. D.W. Vyce
Co-Ordinator
Lloyd D. Jackson Square
Chairman,
Review Authority

Alderman W.M. McCulloch
Member of
Review Authority

Appendix "I" as referred to
in Section 1(h) of the
TENTH Report for 1989
of the Planning &
Development Committee.

ESTOPPEL CERTIFICATE

TO: GGS HOTEL HOLDINGS CANADA INC. and GGS CO. LTD.

RE: Ground Lease dated the 3rd day of May, 1983, registered as Instrument No. 271066 CD, as amended by certain agreements including, Agreements dated May 3, 1983, July 29, 1983, August 21, 1985, and November 26, 1986, all between The Corporation of the City of Hamilton and Lakeview Development Ltd. as further amended by Agreement dated November 1, 1984 between The Corporation of the City of Hamilton, Lakeview Development Ltd. and Citibank Canada, by Agreement dated March 15, 1989 between The Corporation of the City of Hamilton, Lakeview Development Ltd., GGS Hotel Holdings Canada Inc., and King Street Hamilton Hotel Limited Partnership and by Agreement dated March 31, 1989 between The Corporation of the City of Hamilton, Lakeview Development Ltd., First Phase Civic Square Limited, Second Phase Civic Square Limited, Fourth Phase Civic Square Limited and King Street Hamilton Hotel Limited Partnership

(the "Ground Lease")

Development Agreement dated the 19th day of November, 1981, registered as Instrument No. 292836 CD, as amended by certain agreements including, Agreements dated August 3, 1982, May 3, 1983, July 29, 1983, August 1, 1985, August 21, 1985, August 25, 1985 and December 1, 1986, between The Corporation of the City of Hamilton and Lakeview Development Ltd., as further amended by Agreement dated November 1, 1984 between The Corporation of the City of Hamilton, Lakeview Development Ltd. and Citibank Canada, as further amended by Agreement dated March 15, 1985 between The Corporation of the City of Hamilton, Lakeview Development Ltd., GGS Hotel Holdings Canada Inc. and King Street Hamilton Hotel Limited Partnership and as further amended by Agreement between The Corporation of the City of Hamilton, Lakeview Development Ltd., First Phase Civic Square Limited, Second Phase Civic Square Limited, Fourth Phase Civic Square Limited, and King Street Hamilton Hotel Limited Partnership dated March 31, 1985

(the "Development Agreement")

The Corporation of the City of Hamilton hereby certifies as of this date pursuant to Section 5.13 of the November 19, 1981 Development Agreement, and pursuant to Section 22.07 of the May 3, 1983 Ground Lease, both as amended as hereinbefore set out, as follows:

1. That Lakeview Development Ltd. is in possession of the land described in the Ground Lease and took possession thereof on the 3rd day of August, 1983, and has paid rent in accordance with the provisions of the Ground Lease to March 31, 1989 and that The Corporation of the City of Hamilton does not hold any prepaid rent, letter of credit or deposit or any amount whatsoever, with respect thereto.
2. That the Ground Lease and the Development Agreement have not been amended except as set out above and that such agreements continue in full force and effect.
3. That the Ground Lease and the Development Agreement are in full force and effect and Lakeview Development Ltd. is not, as of the date hereof, to the knowledge of The Corporation of the City of Hamilton, in default under the Ground Lease and/or the Development Agreement, save as is set out herein.
4. That The Corporation of the City of Hamilton hereby acknowledges and accepts that this Certificate shall be relied upon by GGS Co. Ltd. and GGS Hotel Holdings Canada Inc.

Appendix "J" as referred to in Section 1(i) of the TENTH Report for 1989 of the Planning & Development Committee.

5. That there are obligations of the Developer to register outstanding agreements under the Development Agreement and Ground Lease as follows:

- (a) Release Agreement of Citibank Agreement dated November 1, 1984;
- (b) Banquet Facilities Amending Agreement dated December 1, 1986;
- (c) Extension of Time and Set Back Amending Agreement dated August 1, 1985;
- (d) Hotel Management Amending Agreement dated as of March 31, 1989;
- (e) Pedestrian Bridge Agreement dated as of March 28, 1985;
- (f) Notice of Sublease dated May 1, 1985 between Fourth Phase Civic Square Limited, as sublessor and Lakeview Development Ltd. et al, as sublessees; and,
- (g) Rent Adjustment Agreement dated November 26, 1986.

6. That there are obligations of the Developer outstanding under the Ground Lease as follows:

- (a) realty taxes for 1989 in respect of the Hotel are in arrears to the extent of approximately \$318,000.00; and,
- (b) the Region has not been added as a named insured under the policies of insurance as required.

DATED this day of April, 1989.

THE CORPORATION OF THE CITY OF
HAMILTON

Mayor

City Clerk

CERTIFICATE

TO: GGS HOTEL HOLDINGS CANADA INC. and GGS CO. LTD.
c/o McMILLAN, BINCH
Barristers and Solicitors
P.O. Box 38
Royal Bank Plaza
South Tower
Toronto, Ontario
M5J 2J7

AND TO: LAKEVIEW DEVELOPMENT LTD.
185 Carlton Street
6th Floor
Winnipeg, Manitoba
R3C 3J1

AND TO: McMILLAN, BINCH
Barristers and Solicitors
P.O. Box 38
Royal Bank Plaza
South Tower
Toronto, Ontario
M5J 2J7

AND TO: McJANNET RICH
5th Floor
185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

RE: An Agreement (the "Original Development Agreement") dated September 3, 1970 between The Corporation of the City of Hamilton (the "City"), Greater Hamilton Developers Limited (the "Developer") registered as Instrument No. 199965 AB against title to the property (the "Property") on which the Sheraton Hamilton Hotel is situated, as further described in Schedule "A" attached hereto, as amended by agreements dated November 25, 1970, November 7, 1972, November 14, 1975, July 7, 1978 and September 1, 1980.

The Review Authority as defined in the Original Development Agreement hereby confirms that the Developer has no outstanding obligation whatsoever in, or with regard to the Property under the Original Development Agreement, save as is set out in the Interface Agreement or contained in the Ground Lease between the City and Lakeview Development Ltd. The Review Authority further confirms and acknowledges that all the terms, conditions, covenants, agreements and undertakings contained in the Original Development Agreement have been fully satisfied and that there are no further obligations, covenants, agreements and undertakings, whether financial or otherwise, pursuant to the Original Development Agreement, which bind the Property or any present or future lessee of the Property, save as set out herein.

The Review Authority hereby acknowledges and accepts that this Certificate shall be relied upon by GGS Hotel Holdings Canada Inc. and GGS Co. Ltd.

DATED this day of , 1989, in the City of Hamilton, Province of Ontario.

Mr. D.W. Vyce,
Co-Ordinator
Lloyd D. Jackson Square
for the Review Authority

Appendix "K" as referred to
in Section 1(j) of the
TENTH Report for 1989 of
the Planning & Development
Committee.

SCHEDULE "A"

Part of Lots 1 and 2 and Part of the unnumbered lot in Block 1,
Part of Lots 1 and 2 and Part of the unnumbered lot in the Block
bounded by King, Park, Market and MacNab Streets, all according
to David Kirdendall Survey registered in the Land Registry
Office for the Registry Division of Wentworth as Plan No. 39;
and Part of Park Street immediately east of the said Block 1
(said Park Street now closed by the City of Hamilton By-Law No.
81-14 dated December 9, 1980 and registered in the said Land
Registry Office as Instrument No. 174954 C.D.) and which said
parcel may be more particularly described as all of Part 1
according to a reference plan received and deposited in the said
Land Registry Office as Plan 62R-7454. Registered as Parcel 1-2
in the leasehold register for Section W-39(c).

CERTIFICATE OF GENERAL MATTERS

TO: LAKEVIEW DEVELOPMENT LTD. ("Lakeview")
6th Floor, 185 Carlton Street
Winnipeg, Manitoba R3C 3J1

AND TO: MCJANNET, RICH
Barristers and Solicitors
185 Carlton Street
Winnipeg, Manitoba R3C 3J1

AND TO: GGS HOTEL HOLDINGS CANADA INC. (the "Purchaser")
C/O McMILLAN, BINCH
Barristers and Solicitors
Box 38, South Tower
Royal Bank Plaza
Toronto, Ontario M5J 2J7

AND TO: McMILLAN, BINCH
Barristers and Solicitors
Box 38, South Tower
Royal Bank Plaza
Toronto, Ontario M5J 2J7

RE: A development agreement (the "Hotel Development Agreement")
between Lakeview and The Corporation of the City of Hamilton (the
"City") dated as of November 1, 1981, registered in the
Hamilton-Wentworth Registry Office as Instrument No. 292836 C.D., as
amended from time to time, including without limitation, amendments by
agreements dated August 3, 1982, May 3, 1983 (the "Closing Agreement")
and July 29, 1983, and by agreement (the "Citibank Agreement") among
the City, Lakeview and Citibank Canada dated November 1, 1984;

AND RE: A ground lease (the "Ground Lease") between the City and Lakeview,
dated May 3, 1983 and registered in said Registry Office as Instrument
No. 271066 C.D., as amended by the Closing Agreement, by agreement
dated July 29, 1983, and as further amended by the Citibank Agreement.

AND RE: Certain other agreement more fully described herein, to which the City
and/or Lakeview are parties.

THE CORPORATION OF THE CITY OF HAMILTON (the "City") hereby
acknowledges, confirms and represents that:

- (a) the City has reviewed, approved and initialled for identification purposes the plans and specifications for the renovations described in Schedule "A" hereto, and that such renovations, if and when carried out and completed in accordance with such plans and specifications, will conform with and will not cause a breach of the Hotel Development Criteria set out in Schedule "C" attached to and forming part of the Hotel Development Agreement, as amended by an amending agreement referred to as the Banquet Facilities Amending Agreement between Lakeview and the City and dated September 1, 1986.
- (b) the Closing Agreement, the Ground Lease and the Planning Act Agreement, an agreement between the City and Lakeview dated May 3, 1983, are still in full force and effect and have not been rendered null and void pursuant to Section 4 of the Closing Agreement, and that the approvals, as required, of the Province of Ontario and Canada Mortgage and Housing Corporation ("CMHC") have been obtained, and that such agreements are hereby ratified and confirmed and are in full force and effect;
- (c) the terms, conditions and obligations on the part of Lakeview to the City, contained in the Interface Agreement have been complied with to date, except for the Truck Tunnel Easement, and Lakeview is not in default thereunder so far as the City is aware and there are no outstanding financial obligations of Lakeview to the City under the terms of the Interface Agreement;

Appendix "L" as referred to
in Section 1(k) of the
TENTH Report for 1989 of
the Planning & Development
Committee.

- (d) The Corporation of the City of Hamilton hereby acknowledges and accepts that this Certificate shall be relied upon by GGS Co. Ltd. and GGS Hotel Holdings Canada Inc.

DATED this _____ day of _____, 1989, in the City of
Hamilton, Ontario.

THE CORPORATION OF THE CITY OF
HAMILTON

Per: _____

Per: _____

REPORT OF THE LEGISLATION COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Legislation Committee presents its SEVENTH Report for 1989 and respectfully recommends:

1. That the Mayor and a maximum of six (6) Aldermen be authorized to attend the 52nd Annual Conference of the Federation of Canadian Municipalities to be held in Vancouver, British Columbia, 1989 June 09 to June 12.

NOTE: Members of City Council interested in attending are asked to apply in writing to the Mayor's Office as soon as possible with a copy of each request addressed to the Secretary of the Legislation Committee. The Legislation Committee will then be advised of those interested in attending the Conference.

2. That the Mayor be authorized to issue a proclamation to officially establish September in each year as Child Abuse Prevention Month.
3. That the letter from the Town of Oakville dated 1989 March 14 attached hereto and marked APPENDIX "A" seeking the support of the City of Hamilton in requesting the Provincial-Federal Governments to fund a research program aimed at effectively maintaining the Canada Geese population in urban waterfront parks, be received.
4.
 - (a) That permission be granted to utilize the City Hall second floor foyer for the period 1989 June 19 to June 23 inclusive, to display Seniors' art work, in conjunction with Senior Citizens' Month.
 - (b) That permission be granted for the use of the City Hall forecourt on 1989 June 12 and June 23 from 12:00 o'clock noon to 4:00 o'clock p.m. for the opening and closing ceremonies of the Seniors' Carousel.

- (c) That permission be granted to use the first floor foyer for the period of 1989 May 17 to May 19 from 9:30 o'clock a.m. to 4:00 o'clock p.m. inclusive, to hold registrations for the Hamilton Senior Games.

Respectfully Submitted,

ALDERMAN V. J. AGRO, CHAIRMAN
LEGISLATION COMMITTEE

John Thompson, Secretary
1989 April 03

mjw



THE CORPORATION OF THE TOWN OF OAKVILLE

TELEPHONE 341-1111

P.O. BOX 310
L6J 5A6

March 14, 1989

RECEIVED

MAR 20 1989

Clerk
City of Hamilton
71 Main Street West
Hamilton, Ontario
L8N 3T4

CITY CLERKS

Dear Sir:

Re: Canada Geese Over-Population

At one point in time there was a concern that the Canada Goose may become extinct, however, methods were taken to protect the Canada Geese and over the last several years the population has increased to enormous proportions.

In the case of the Town of Oakville, they are with us year round as we have two major watersheds emptying into Lake Ontario and a number of minor ones and given the climate in this part of Ontario, there is always open water and while people are being advised not to do so they do feed them during the winter months. The net result is that our lakeside parks are being fouled from the presence of these Geese and the grass is being nibbled to the earth.

The bird is a protected species and we have no legal means at our disposal to reduce this large population. Not only do they foul many of our parks, but at least two daily excursions into farmers' cornfields where they may feed to the detriment of the farmers' crop.

Council has become sufficiently concerned about this problem that we have been directed to write all municipalities in Ontario which are waterfront municipalities, to seek their support in requesting the Provincial-Federal Governments to fund a research program aimed at effectively maintaining the Canada Geese population in urban waterfront parks.

I would appreciate it if you could bring this matter to the attention of your Council and advise me of their feelings on this issue.

Yours very truly

D.W. Brown/sp

D.W. Brown
Town Clerk
Town of Oakville
DWB/sp

Schedule "A" as referred to in Section 3 of the SEVENTH Report of the Legislation Committee

REPORT OF THE FINANCE COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The Finance Committee presents its EIGHTH Report for 1989 and respectfully recommends:

1. That approval be given to inform the Board of Education for the City of Hamilton that the City has no requirements for Bell Cairn School on Beach Boulevard.

NOTE: The City is in receipt of a letter from the Board of Education for the City of Hamilton advising that Bell Cairn School on Beach Boulevard is surplus to their requirements and available for sale.

City Departments were circularized for comments on their requirements of this school.

For the information of the members of City Council, the Ministry of Correctional Services is in the process of purchasing Bell Cairn School to be used as a Staff Training and Development Centre.

2. That a purchase order be issued to G.E. Mobile Communications Inc., Hamilton, for mobile radio maintenance for various civic departments during 1989, 1990 and 1991, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender, as follows:

1989	-	\$ 33 910.92
1990	-	\$ 34 131.12
1991	-	\$ 36 643.80

NOTE: Lowest of four (4) tenders received. Funds provided in various Mobile Radio Maintenance Accounts.

3. That purchase orders be issued for the supply and delivery of electric light bulbs as and when required for Purchasing Stores during 1989, in accordance with specifications issued by the Manager of Purchasing and Vendors' tender, as follows:

(a) WESTINGHOUSE/WESCO, HAMILTON

Approximate value of order - \$ 82 809.96
Terms 2% 10 days, net 30
Discount off items not listed - 50%
Provincial sales tax extra at 8%

(b) NEDCO, DIVISION OF WESTBURNE, HAMILTON

Approximate value of order \$ 25 617.59
Terms 2% 10 days, net 30
Discount off items not listed 45%
Provincial sales tax extra at 8%

(c) GUILLEVIN INTERNATIONAL INC. HAMILTON

Approximate value of order \$ 32 277.81
Terms 2% 10 days, net 30
Discount off items not listed 40%
Provincial sales tax extra at 8%

NOTE: The suppliers being recommended have bid the lowest unit prices of nine (9) tenders received on the 200 types of light bulbs that are included in the tender. Funds are provided in various stock inventory accounts.

4. That a purchase order be issued to Union Gas Limited, Hamilton, in the amount of \$17 506.10 for emergency repairs to the gas line at Ivor Wynne Stadium.

NOTE: Only supplier available. Funds provided in Operating Account No. CH56103-31339.

As the gas service has been turned off to the entire Ivor Wynne Complex until these repairs have been completed, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council".

5. (a) That approval be given to replace the engine in Garbage Packer No. 9115 as follows:

Engine replacement \$5 950 plus tax, engine core charge \$3 750 and miscellaneous parts charges of approximately \$3 000 for a total cost of \$12 700 plus tax.

- (b) That this expenditure be charged to the Major Repair Reserve Account No. RF55024 25203.

6.
 - (a) That approval be given for major body repairs to Fire Department Pumper No. 8, Licence CA3658 and that this work be awarded to - C. E. Hickey and Sons in the amount of \$21 875.
 - (b) That this expenditure be charged to Account No. CH57105-48005, Repairs and Maintenance Automotive Equipment - Fire Department.
7. That Vehicle No. 9306, a 1982 Ford Pickup instead of Vehicle No. 9318, a 1982 Ford Van, be replaced from the 1989 Equipment Reserve Account.
8.
 - (a) That the Sisters of Social Service (Holy Spirit Centre) be granted tax exempt status on a portion of the property at 88 Fennell Avenue West effective 1988 February 02, and
 - (b) That the City Solicitor be authorized and directed to prepare the City By-law, based on Bill Pr 61 known as "The Sisters of Social Service Act, 1988" which received Royal Assent on 1989 February 27, to allow tax exempt status on that portion of property at 88 Fennell Avenue West to which the Bill pertains, as at 1988 February 02.
9.
 - (a) That, in the event a Standing Committee approves of a program or service for which no funds have been budgeted in 1989, the Standing Committee find the required funds within their own Committee budget responsibility, and
 - (b) That, in order to accommodate any of these additional requirements, the department/board identify a saving or service reduction/deletion in a specific area of their budget.
10. That the Treasurer be authorized to make application to hire one student under the Involvement in Municipal Administration Program - 1989 for an 18 week period commencing 1989 May 01 and terminating 1989 September 09. The net City's share of this program in the amount of \$2 700 has been provided in Treasury Account No. CH51001-25110 in 1989.

11. (a) That the Treasurer be authorized to make application to the Minister of Transportation for the City of Hamilton 1989 Normal and Supplementary Applications for subsidy under the Public Transportation and Highway Improvement Act, as follows:

	Total Expenditure (1)	Estimated Subsidizable Expenditure (2)	Subsidy Dollars (3)
Normal Application			
Maintenance	\$ 9 218 680	\$ 8 566 820	\$4 283 410
Construction	<u>\$ 5 130 660</u>	<u>\$ 3 694 180</u>	<u>\$1 847 090</u>
	\$14 349 340	\$12 261 000	\$6 130 500
Supplementary Application			
Construction	\$ 8 113 350	\$ 5 690 050	\$2 845 025
Traffic Signal Installation	<u>\$ 40 000</u>	<u>\$ 40 000</u>	<u>\$ 20 000</u>
	\$22 502 690	\$17 991 050	\$8 995 525

- (b) That the Treasurer be authorized to petition the Minister for subsidy payments as necessary.

12. (a) That the first set of the existing 1989 General Grant recommendations (amount and category) as outlined in EXHIBIT "A" (columns 4 and 5) with a total recommended grant amount of \$153 100, be approved.
- (b) That these grants as be funded from within the appropriate Grant Accounts GR53XXX 200XX.

NOTE: All the applicants outlined in EXHIBIT "A" have been notified of the recommendation and have not requested an appeal.

13. (a) That the first set of appeal recommendations for the existing 1989 General Grants as outlined in EXHIBIT "B" (columns 4 and 5) attached hereto, in the total amount of \$287 340, be approved.
- (b) That these grants be funded for within the appropriate Grants Accounts GR53XXX 200XX.

Respectfully Submitted,

ALDERMAN W. M. McCULLOCH, CHAIRMAN
FINANCE COMMITTEE

John Thompson, Secretary
1989 April 04

City of Hamilton
Treasury

GRANTS - REQUESTS FOR 1989 BY CATEGORY

Description (1)	1988 Grant (2)	1989 Request (3)	Finance Recommendation	
			Amount (4)	Category (5)
Category 01				
Fire Department Band	3,900	4,290	4,290	C
CANUSA Games	37,000	40,000	40,000	C
Catholic Youth Organization	11,760	12,200	12,200	1
First Place - Hamilton	6,000	14,000	6,270	1
Hamilton Hurricanes Football Club	2,960	2,060	2,060	1
Greater Hamilton Symphony Association	6,860	7,350	7,170	1
National Youth Orchestra	210	400	300	2
John Laing Singers	900	6,000	1,000	1
Hamilton Volunteer Week	2,000	5,000	3,500	1
Category 02				
Cycle Hamilton Inc. Club	5,000	5,000	5,000	2
Civic Concert Choir of Hamilton	2,000	2,000	2,000	2
Hamilton Aquatic Waterpolo Club	3,000	9,500	3,000	3
Gallery of Distinction Awards	5,500	5,500	5,500	4
Catholic Family Services - Handicapped Pro	500	1,000	1,000	2
Hamilton Theatre Inc. - Operating	6,500	8,000	5,000	4
Miss Hamilton Pageant - JKE Productions	8,000	15,000	8,000	2
Navy League of Canada	1,500	1,500	1,500	2
Royal Canadian Air Cadets - 150 Squadron	1,500	1,500	1,500	2
St. Ann's Inner City Day Camp	1,500	1,500	1,500	2
Hamilton Marathon	4,000	4,500	4,000	2
Hamilton All Star Jazz Band	5,000	6,000	5,000	2
Around-The-Bay Road Race	1,500	1,500	1,500	2
Hamilton Folk Arts Heritage Council	30,310	40,000	30,310	2
Ad and Sales Club	500	1,000	500	2
Hamilton & District Labour Council Parade	1,000	1,000	1,000	2
	148,900	195,800	153,100	

KEY

- C = Committed Grants
- 1 = Traditional Grants (Allows for 4.5% Increase)
- 2 = Fixed
- 3 = Sunset by Percentage
- 4 = Sunset by Amount

**EXHIBIT "A" as referred to
in Section 12 of the
EIGHTH Report of the
Finance Committee**

EXHIBIT B

City of Hamilton
Treasury

1989 EXISTING GENERAL GRANT APPEALS

Applicant (1)	1989 Grant Request (2)	Original Recommended Amount (3)	Recommendation on Appeal	
			Amount (4)	Category (*) (5)
1. Opera Hamilton	174,270	157,000	164,100	C
2. Creative Arts Inc.	114,150	45,000	80,000 (#)	2
3. Ensemble Sir Ernest Macmillan	7,000	5,470	7,000	1
4. Hamilton Olympic Club	1,500	Nil	Nil	N/A
5. Hamilton Artists Inc.	4,500	2,000	2,000	2
6. Theatre Aquarius	45,000	Nil	34,240	2
	<u>346,420</u>	<u>209,470</u>	<u>287,340</u>	

(*)	KEY
	C = Committed Grants
	1 = Traditional Grants (Allows for 4.5% Increase)
	2 = Fixed

(#) Recommendation allocated as follows:

45,000	Festival of Friends
5,000	Drum Corps International contingent on receiving concession rights at Ivor Wynne Stadium for the event from Parks & Recreation Committee.
30,000	Festival of World Friends conditional on the event taking place in Dundurn Park.
<u>80,000</u>	

EXHIBIT "B" as referred to in
Section 13 (a) of the
EIGHTH Report of the
Finance Committee

BY-LAW NO. 89 -

TO CONFIRM PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE CITY OF
HAMILTON AT ITS MEETING HELD ON THE 11th DAY OF APRIL A.D., 1989.

WHEREAS by Section 19 of The Municipal Act, being Chapter 302 of the Revised Statutes of Ontario, 1980, the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS by Sub-section 1 of Section 103 of The Municipal Act, being Chapter 302 of the Revised Statutes of Ontario 1980, the powers of every Council are to be exercised by by-law.

AND WHEREAS it is deemed expedient that the proceedings of the Council of The Corporation of the City of Hamilton at this meeting be confirmed and adopted by by-law.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:-

1. The action of The Council of The Corporation of the City of Hamilton in respect to each recommendation contained in the Reports of the Committees and of the local Boards and Commissions and each motion and resolution passed and other action taken by the Council of The Corporation of the City of Hamilton at this meeting is hereby adopted and confirmed as if all such proceedings were expressly in this By-law.
2. The Mayor and the proper officials of The Corporation of the City of Hamilton are hereby authorized and directed to do all things necessary to give effect to the action of the Council of The Corporation of the City of Hamilton referred to in the preceding section hereof.
3. The Mayor, or in the absence of the Mayor, the Acting Mayor, and the City Clerk, or in the absence of the City Clerk, the Deputy City Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the seal of The Corporation of the City of Hamilton.

PASSED this

day of

A.D. 1989

CITY CLERK

MAYOR

THE CORPORATION OF THE CITY OF HAMILTON

BY-LAW NO. 89-

TO INCORPORATE PART 1, PLAN 62R-9675
INTO BRIGADE DRIVE

WHEREAS the Council of The Corporation of the City of Hamilton is empowered under Section 298 of The Municipal Act, R.S.O. 1980, Chapter 302 and amendments thereto, to establish and lay out, widen, alter, divert, stop-up, lease or sell any highway or part of a highway.

AND WHEREAS the Council of The Corporation of the City of Hamilton deems it expedient to alter a portion of the highway known as Brigade Drive by incorporating within its limits the lands described in Schedule "A" hereto;

AND WHEREAS the said lands are owned by The Corporation of the City of Hamilton.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. The lands described in Schedule "A" appended hereto are hereby established and laid out as a public highway to form part of Brigade Drive.
2. The Commissioner of Regional Engineering or his duly authorized agent is hereby authorized to open as public highway the said lands.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 6 R.T.E.C. 6(c), March 14

SCHEDULE 'A'

Part of Lot 12, Concession 8,
geographic Township of Barton,
designated as Part 1 on Plan 62R-9675
City of Hamilton
Regional Municipality of Hamilton-Wentworth

BY-LAW NO. 89 -

TO AMEND BY-LAW NO. 89-72 TO REGULATE TRAFFIC

THE COUNCIL OF THE CORPORATION OF THE CITY OF HAMILTON ENACTS AS FOLLOWS:

TRAFFIC

1. Schedule 12 (One Way Streets) of By-law 89-72 To Regulate Traffic passed on the 28th day of February 1989 is hereby amended by deleting therefrom the following item, namely:-

"Breadalbane Northbound 164 feet south Hunt 4:00 p.m. to 6:00 p.m."

and by adding thereto the following item, namely:-

"Breadalbane Northbound King Hunt Anytime"

2. Schedule 29 (No Stopping Areas) is hereby amended by adding thereto the following items, namely:-

"Jackson	North	Spring to 58 feet west	Anytime
Jackson	North	Spring to 53 feet east	Anytime
Britannia	North	Harmony to 60 feet east	Anytime".

and by deleting therefrom the following item, namely:-

"Britannia North Harmony to 68 feet east Anytime".

3. Schedule 35 (Wheelchair Loading Zones) is hereby amended by adding thereto the following item, namely:-

"High	East	60 feet	90 feet north of the north	7:00 a.m. - 6:00 p.m.
			curb line of Bruceedale	Monday to Saturday".

PASSED THIS DAY OF , A.D. 198 .

CITY CLERK

MAYOR

BY-LAW NO. 89 -

TO AMEND BY-LAW NO. 89-72 TO REGULATE TRAFFIC

THE COUNCIL OF THE CORPORATION OF THE CITY OF HAMILTON ENACTS AS FOLLOWS:

TRAFFIC

1. Schedule 25 (Parking Time Limits) of By-law 89-72 To Regulate Traffic passed on the 28th day of February 1989 is hereby amended by deleting from Section 8 (Two Hour Limit) the following item, namely:-

"Murray	South	From 34 ft. east of James to 62 ft. easterly".
---------	-------	---

and by adding thereto the following item, namely:-

"Murray	South	From 38 ft. east of James to a point 83 ft. east of James".
---------	-------	--

2. Schedule 25A (Parking Time Limits) is hereby amended by adding thereto the following sub-section, namely:-

"24. One Hour Limit between the hours of 8:00 in the forenoon and 5:00 in the afternoon on the following streets or parts of streets, excepting such parts of same where parking or stopping is prohibited.

<u>STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Devonport	Both	Tom to York".

3. Schedule 25B (Parking Time Limits) is hereby amended by deleting from Section 3 (One Hour Limit) the following item, namely:-

"Devonport	Both	Tom to York".
------------	------	---------------

4. Schedule 26 (No. Parking Areas) is hereby amended by deleting from Section A (No Parking Anytime) the following items, namely:-

"East 36th	East	Concession to 198 ft. north
Heather	South	Woodman to Sunrise".

5. Schedule 26A (No Parking Areas) is hereby amended by adding thereto the following sub-section, namely:-

"O. NO PARKING 9:00 a.m. - 2:00 p.m. (Monday to Friday)

Except as varied by Schedule 26 Section A, Schedule 26A Sections A to N and Schedule 29.

<u>STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Rendell	Both	Queensdale to Everton".

6. Schedule 27 (Alternate Side Parking) is hereby amended by adding thereto the following item, namely:-

"East 36th	East	West".
Concession to north end		

7. Schedule 34 (Sticker Permit Parking) is hereby amended by adding thereto the following items, namely:-

"Britannia	North	From 60 feet east of Harmony to a point 106 feet easterly therefrom	Anytime
Murray	South	From 83 feet east of James to a point 92 feet west of Hughson	Anytime

and by deleting therefrom the following item, namely:-

"Murray	South	commencing at a point 96 feet	Anytime".
		east of James to a point	
		92 feet west of Hughson	

PASSED THIS DAY OF , A.D. 198 .

CITY CLERK

MAYOR

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Adopt:

Official Plan Amendment No. 72

Respecting:

LAND KNOW MUNICIPALLY AS NO. 107 MOHAWK ROAD EAST

The Council of The Corporation of the City of Hamilton
enacts as follows:

1. Amendment No. 72 to the Official Plan of the Hamilton Planning Area consisting of Schedule 1, hereto annexed and forming part of this by-law, is hereby adopted.

2. It is hereby authorized and directed that such approval of the Official Plan Amendment referred to in section 1 above, as may be requisite, be obtained and for the doing of all things for the purpose thereof.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 8 R.P.D.C. 16(a), March 28

AMENDMENT No. 72

To The

City of Hamilton Official Plan

The following text, together with Schedule "A", attached hereto, constitute Official Plan Amendment No. 72.

PURPOSE

To incorporate a change to Schedule "A" - Land Use Concept.

LOCATION

This amendment affects the property known municipally as No. 107 Mohawk Road East.

BASIS

The proposal is to permit the redevelopment of the former City Public Works Yard for residential purposes.

The basis for the Amendment is that Residential use is appropriate in this location, since the surrounding land uses are predominantly residential.

ACTUAL CHANGE

Schedule "A" - Land Use Concept of the Official Plan be revised by redesignating the subject lands from UTILITIES to RESIDENTIAL, as shown on the attached Schedule "A" of this Amendment.

IMPLEMENTATION

The provisions of Section "D" - Implementation, as amended, will apply to the implementation of this Amendment.

This is Schedule 1 to By-law No. 89-_____, passed on the _____ day
of _____, 1989.

THE CORPORATION OF
THE CITY OF HAMILTON

City Clerk

Mayor

JH:CS
Attach.
0144P

schedule A amendment no. 72

to the
official plan
for the
city of hamilton

legend

area to be changed from:
"limited" to "residential"

date	drawn by	reference file no.
Feb. 1999	D.B.	9-2-72

DEFERRED NO D-6
UNDER SECTION 14(3) OF
THE PLANNING ACT

Lake Ontario



land use concept legend

- ①
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The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

Zoning By-law No. 6593

Respecting:

LAND LOCATED AT MUNICIPAL NO. 1249 STONE CHURCH ROAD EAST

WHEREAS it is intended to establish a special requirement under section 19B of By-law No. 6593, passed on the 25th day of July, 1950 and approved by the Ontario Municipal Board by Order dated the 7th day of December, 1951, (File No. P.F.C. 3821);

AND WHEREAS this by-law is in conformity with the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. The "M-13" (Prestige Industrial) District provisions applicable to the land, the extent and boundaries of which are shown on a plan hereto annexed as Schedule "A", are amended to the extent only of the following special requirement that,

(a) notwithstanding Section 17E(2)(b)1(ii) of By-law No. 6593, a side yard having width of not less than 3.0 metres shall be provided and maintained along the westerly lot line.

2. No building or structure shall be erected, altered, extended or enlarged, nor shall any building or structure or part thereof be used, nor shall any land be used, except in accordance with the "M-13" District provisions, subject to the special requirement referred to in section 1.

3. By-law No. 6593 is amended by adding this by-law to section 19B as Schedule S-1116.

4. Sheet No. E-59C of the District Maps is amended by marking the lands referred to in section 1 of this by-law, S-1116.

5. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

City Clerk

Mayor

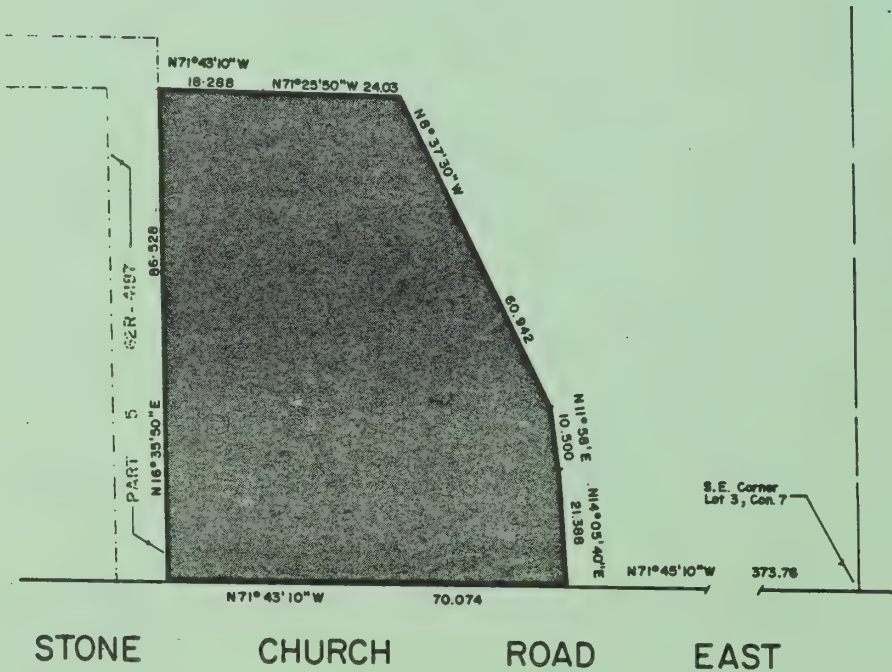
(1989) 6 R.P.D.C. 13(b), February 28
Carlo Del-Sordo, Owner
ZA-88-117

LOT

3

CONCESSION

7



NOTE: ALL DIMENSIONS
ARE IN METRES

THIS IS SCHEDULE "A" TO BY-LAW NO. 89 -
PASSED THE ____ DAY OF ____

Clerk

Mayor

CITY OF HAMILTON

SCHEDULE "A"
MAP FORMING PART OF
BY-LAW NO. 89 -
TO AMEND BY-LAW NO. 6593

Regional Municipality of Hamilton-Wentworth
Planning and Development Department

Legend



Lands to be regulated by
By Law No. 89 -

North



Scale

NOT TO SCALE

Date

FEB., 1989

Reference File No.

ZA 88-117

Drawn By
R.J.M.

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

Zoning By-law No. 6593

Respecting:

LAND LOCATED AT MUNICIPAL NO. 1249 STONE CHURCH ROAD EAST

WHEREAS it is intended to establish a special requirement under section 19B of By-law No. 6593, passed on the 25th day of July, 1950 and approved by the Ontario Municipal Board by Order dated the 7th day of December, 1951, (File No. P.F.C. 3821);

AND WHEREAS this by-law is in conformity with the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982, as amended by Official Plan Amendment No. 71, proposed by the Council of The Corporation of the City of Hamilton as By-law No. 89-94, but not yet approved by The Regional Municipality of Hamilton-Wentworth in accordance with the provisions of Sections 4, 17 and 21 of the Planning Act, 1983.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. The "M-13" (Prestige Industrial) District provisions applicable to the land, the extent and boundaries of which are shown on a plan hereto annexed as Schedule "A", are amended to the extent only of the following special requirement that,

- (a) notwithstanding Section 17E(1) of By-law No. 6593, the following COMMERCIAL USES shall be permitted:

<u>S.I.C. Identification Number</u>	<u>Permitted Use</u>
5791	Office and Store Machinery, Equipment and Supplies, Wholesale
6021	Liquor Stores
6022	Wine Stores
6023	Beer Stores
6221	Appliance, Television, Radio and Stereo Stores
6341	Home and Auto Supply Stores

<u>S.I.C. Identification Number</u>	<u>Permitted Use</u>
6412	General Stores
6531	Hardware Stores
7029	Other Banking-Type Inter- mediaries
7611	Insurance and Real Estate Agencies
7731	Offices of Chartered and Certified Accountants
8661	Offices of Chiropractors and Osteopaths
9211	Restaurants, Licensed
9221	Taverns, Bars and Night Clubs
9713	Combination Barber and Beauty Shops
9723	Self-Serve Laundries and/or Dry Cleaners

2. No building or structure shall be erected, altered, extended or enlarged, nor shall any building or structure or part thereof be used, nor shall any land be used, except in accordance with the "M-13" District provisions, subject to the special requirement referred to in section 1.

3. By-law No. 6593 is amended by adding this by-law to section 19B as Schedule S-1116a.

4. Sheet No. E-59C of the District Maps is amended by marking the lands referred to in section 1 of this by-law, S-1116a.

5. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

City Clerk

Mayor

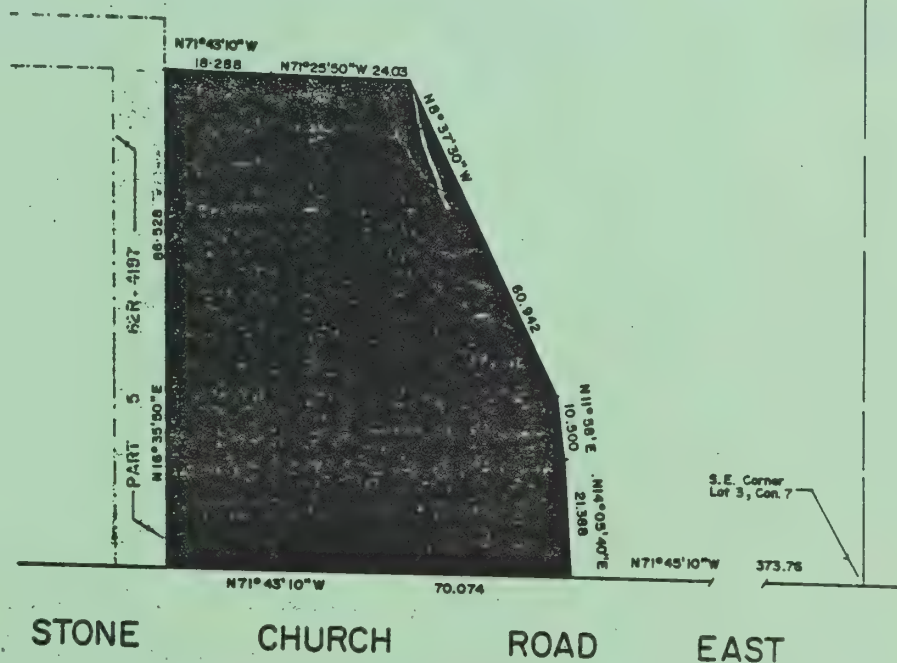
(1989) 6 R.P.D.C. 13(b), February 28
Carlo Del-Sordo, Owner
ZA-88-117

LOT

3

CONCESSION

7



NOTE: ALL DIMENSIONS
ARE IN METRES

THIS IS SCHEDULE "A" TO BY-LAW NO. 89 -
PASSED THE _____ DAY OF _____

Clerk

Mayor

CITY OF HAMILTON

SCHEDULE "A"

MAP FORMING PART OF

BY-LAW NO. 89 -

TO AMEND BY-LAW NO. 6593

Regional Municipality of Hamilton-Wentworth
Planning and Development Department

Legend



Lands to be regulated by
By Law No. 89 -

North



Scale

NOT TO SCALE

Reference File No.

ZA 88-117

Date
FEB., 1989

Drawn By
R.J.M.

E. A. SIMPSON
CITY CLERK

K. E. AVERY
DEPUTY CITY CLERK



CITY HALL
HAMILTON, ONTARIO
L8N 3T4

THE CORPORATION OF THE CITY OF HAMILTON

OFFICE OF THE CITY CLERK

MEETING OF THE COUNCIL

OF THE CORPORATION OF THE CITY OF HAMILTON

Tuesday, 1989 April 25
7:30 o'clock p.m.
Council Chambers, City Hall

A G E N D A

1. Opening Prayer

Reverend John G. Tinlin
Woodvale Pentecostal Church
1221 Wilson Street East

2. Proclamations

Day of Mourning, 1989 April 28

Schizophrenia Awareness Week, 1989 May 01 to May 07

Professional Secretaries Week, 1989 April 23 to April 29

Navy Week, 1989 April 29 to May 07

Hamilton Community Concerts Week, 1989 May 01 to May 06

3. Presentations

Great Ride to Beat Cancer - Alderman D. Ross

Firestone Employee Adjustment Committee

4. Minutes

1989 April 11

1989 April 18

5. Correspondence

6. Reports of the Standing Committees - attached

- (a) Co-ordinating Committee
- (b) Transport and Environment Committee
- (c) Parks and Recreation Committee
- (d) Planning and Development Committee
- (e) Legislation Committee
- (f) Personnel Committee
- (g) Finance Committee
- (i) Information Systems Committee

7. Notice of Motion from Previous Meeting

Alderman D. Ross

8. Notice of Motion for Next Meeting

9. First Reading of the Bills

10. Second Reading of the Bills - Committee of the Whole

11. Third Reading of the Bills

12. Question Period

13. Adjournment

M I N U T E S

MEETING OF HAMILTON CITY COUNCIL
TUESDAY, APRIL 11, 1989
7:30 O'CLOCK, P.M.

The Council met.

PRESENT: Alderman T. Cooke, Acting Mayor

Aldermen Kiss, Agro, McCulloch, Drury, Copps, Christopherson,
Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray.

The Acting Mayor called the meeting to order.

The Reverend Dennis Hillis, Mount Albion Pentecostal Church led the Council in prayer.

The Acting Mayor made the following proclamations:

1. (i) Volunteer Week April 9 - 15, 1989
- (ii) National Wildlife Week April 9 - 15, 1989
- (iii) National Citizenship Week April 16 - 22, 1989
- (iv) Special Presentation - Volunteer Week

The minutes of the meeting of March 23, 1989 and March 28, 1989 were taken as read and approved.

The following communications were received and forwarded to the appropriate Committee, except as indicated:

1. Application from Carmelo Chiarelli, for a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District for property at 173 Stone Church Road West, dated March 28, 1989.
- 2. Application from 658414 Ontario Inc., 1515 Upper Ottawa Street, for a change in zoning from "M-12" (Prestige Industrial) District to M11" (Prestige Industrial) for property at 1515 Upper Ottawa Street, dated March 30, 1989.
3. Application from 428680 Ontario Limited c/o Herbert Schreiber for a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District for lands in the area North of Rymal Road East and East of Upper Wellington, dated March 30, 1989.
4. Application from Landawn Shopping Centres (National) Limited, 11, Polson Street, Toronto, Ontario for a modification to the "KK" (Restricted Heavy Industry) District for lands south of CNR Railway and east of Highway No. 20, dated April 5, 1989.
5. Application from Mrs. Frances Marchetti, 404 Cochrane Road South for a modification to the "C" (Urban Protected Residential, etc.) District to permit a hairdressing business within the existing dwelling for property at 404 Cochrane Road South, dated April 5, 1989.

6. Application from Gnas Land Group Inc., Sam Mercanti, President for a modification to the "M-12" (Prestige Industrial) District for lands in the area south of Rymal Road and east of Upper Ottawa Street, dated April 5, 1989.
7. Application from Landawn Shopping Centres, 11 Polson Street, Toronto, Ontario for a modification to the "G" (Neighbourhood Shopping Centre) District to permit a pylon sign for property at 905 Rymal Road East, dated April 7, 1989.
8. Letter from Mr. E. A. Simpson, City Clerk, advising objection received to By-law Number 89-83, dated April 7, 1989. (NO ACTION TAKEN)
9. Letter from Hamilton Status of Women Sub-Committee regarding the request for funding by the promoters of the Miss Hamilton Pageant, dated April 11, 1989.
10. Copy of a letter dated April 10, 1989 from Alderman Wm. McCulloch, Chairman, Finance Committee regarding a grant to the Miss Hamilton Pageant.

It was moved by Alderman McCulloch, seconded by Alderman Agro and carried, that Council move into Committee of the Whole to consider the following Reports, with Alderman Murray in the chair.

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, Agro, McCulloch, Drury, Copps, Christopherson, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 14

NAYS: 0 (carried)

(A) CO-ORDINATING COMMITTEE - EIGHTH REPORT.

Recorded Vote on Section 3

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, Agro, McCulloch, Drury, Christopherson, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 13

NAYS: Alderman Copps. - 1 (carried)

(B) TRANSPORT AND ENVIRONMENT COMMITTEE - EIGHTH REPORT

Recommendation of the Co-ordinating Committee on Section 3 was carried.

(C) PARKS AND RECREATION COMMITTEE - NINTH REPORT

(C) PARKS AND RECREATION COMMITTEE - TENTH REPORT

It was moved by Alderman Gallagher, seconded by Alderman Christopherson that Section 1 of the Tenth Report of the Parks and Recreation Committee be amended by adding the following as subsection (d)

"(d) That all work and expenditures cease until discussions are held with the Provincial Minister of the Environment". (carried)

(D) PLANNING AND DEVELOPMENT COMMITTEE - NINTH REPORT

(D) PLANNING AND DEVELOPMENT COMMITTEE - TENTH REPORT

It was moved by Alderman Smith, seconded by Alderman Merling that Section 1 of the Tenth Report of the Planning and Development Committee be tabled. (carried)

(E) LEGISLATION COMMITTEE - SEVENTH REPORT

It was moved by Alderman Ross, seconded by Alderman Agro that Section 1 of the Seventh Report of the Legislation Committee be amended by deleting the "Note" in the second paragraph and substituting in lieu thereof the following:

"NOTE: Members of City Council who would like to be considered as a delegate to the upcoming F.C.M. Conference in June are asked to advise the Secretary of the Legislation Committee. In the event more than six Aldermen are interested in this Conference, attendance will be determined by "lot" by the Legislation Committee." (carried)

(G) FINANCE COMMITTEE - EIGHTH REPORT

Recorded vote on the giving of a grant to the Miss Hamilton Pageant as contained in section 12.

YEAS: Aldermen Agro, McCulloch, Lombardo, Smith, Merling,
Gallagher, Ross, Murray. - 8

NAYS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, Drury,
Copps, Christopherson, Jackson. - 6 (carried)

Recorded vote on section 13 of the Finance Committee

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, Agro, McCulloch,
Drury, Copps, Christopherson, Smith, Jackson, Merling, Gallagher,
Ross, Murray. - 13

NAYS: Alderman Lombardo - 1 (carried)

It was moved by Alderman McCulloch and seconded by Alderman Agro

RESOLVED: That the reports of the Committee of the Whole on the reports be
the same, now be adopted.

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, Agro, McCulloch,
Drury, Copps, Christopherson, Lombardo, Smith, Jackson, Merling,
Gallagher, Ross, Murray. - 14

NAYS: 0 (carried)

It was moved by Alderman McCulloch and seconded by Alderman Agro

RESOLVED: that the following Bills be now read a first time.

A-13
B-47, B-48, B-49
D-41, D-42, D-43

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, Agro, McCulloch,
Drury, Copps, Christopherson, Lombardo, Smith, Jackson, Merling,
Gallagher, Ross, Murray. - 14

NAYS: 0 (carried)

It was moved by Alderman McCulloch and seconded by Alderman Agro that Council move into Committee of the Whole (second reading) to consider the following Bills, with Alderman Murray in the chair.

A-13
B-47, B-48, B-49
D-41, D-42, D-43

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, Agro, McCulloch, Drury, Copps, Christopherson, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 14

NAYS: 0 (carried)

Consideration of the Bills (second reading)

It was moved by Alderman McCulloch and seconded by Alderman Agro

RESOLVED: that the Report of the Committee of the Whole on the following Bills:

A-13
B-47, B-48, B-49
D-41, D-42, D-43

be, and the same is hereby adopted.

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, Agro, McCulloch, Drury, Copps, Christopherson, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 14

NAYS: 0 (carried)

It was moved by Alderman Merling, seconded by Alderman Smith that Section 1 of the Tenth Report of the Planning and Development Committee be lifted from the table and considered in-camera.

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, Agro, McCulloch, Drury, Copps, Christopherson, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 14

NAYS: 0 (carried)

MEETING OF HAMILTON CITY COUNCIL
TUESDAY, APRIL 18, 1989
7:15 O'CLOCK, P.M.

The Council met.

PRESENT: Alderman T. Cooke, Acting Mayor
Aldermen Kiss, McCulloch, Drury, Copps, Christopherson, Lombardo,
Jackson, Merling, Gallagher, Ross.

This was a special meeting of City Council called to deal with the Fifth Report of the Personnel Committee on Collective Bargaining.

It was moved by Alderman McCulloch, seconded by Alderman Drury and carried, that Council move into Committee of the Whole to consider the following Report with Alderman Ross in the chair.

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, McCulloch,
Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo,
Jackson, Merling, Gallagher, Ross, - 13

NAYS: 0

PERSONNEL COMMITTEE - FIFTH REPORT

It was moved by Alderman McCulloch and seconded by Alderman Drury

RESOLVED: That the report of the Committee of the Whole on the report of the Personnel Committee be and the same, now be adopted.

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, McCulloch,
Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo,
Jackson, Merling, Gallagher, Ross, - 13

NAYS: 0

It was moved by Alderman McCulloch and seconded by Alderman Drury

RESOLVED: that the following Bill be now read a first time.

F-1

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Gallagher, Ross, Murray - 14

NAYS: 0

It was moved by Alderman McCulloch and seconded by Alderman Drury that Council move into Committee of the Whole (second reading) to consider the following Bill, with Alderman Murray in the chair.

F-1

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Gallagher, Ross, Murray - 14

NAYS: 0

Consideration of the Bills (second reading)

It was moved by Alderman McCulloch and seconded by Alderman Drury

RESOLVED: that the Report of the Committee of the Whole on the following Bill:

F-1

be, and the same is hereby adopted.

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Gallagher, Ross, Murray - 14

NAYS: 0

It was moved by Alderman McCulloch and seconded by Alderman Drury

RESOLVED: that the following Bill be now read a third time, signed,
sealed and enrolled as a By-law:

F-1

YEAS: Alderman T. Cooke, Acting Mayor, Aldermen Kiss, McCulloch,
Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo,
Jackson, Merling, Gallagher, Ross, Murray - 14

NAYS: 0

City Council adjourned at 7:20 o'clock, p.m.

REPORT OF THE CO-ORDINATING COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Co-ordinating Committee presents its NINTH Report for 1989 and respectfully recommends:

1. (a) That the Council of the Corporation of the City of Hamilton extend an invitation to host the 1992 Pan Am Judo Championships and the 1993 World Judo Championships in the City of Hamilton;
- (b) That an amount of \$9 000 be provided to cover the costs of the City's application and bid presentation to the Canadian Judo Association which will take place in Montreal, Quebec on May 7, 1989;
- (c) That subject to the City of Hamilton being designated as the Canadian City, an amount of \$68 000 be provided to cover the cost of the City's portion of the costs associated with the application and bid presentation to the World Judo Association which will take place in Belgrade, Yugoslavia in October 1989;
- (d) That subject to the City of Hamilton being awarded the World Championships, the following funding be provided:
 - (i) 1991 - an amount of \$29 000 to cover the costs associated with members of the Organizing Committee attending the 1991 World Judo Championships in Finland;
 - (ii) 1992 - an amount of \$35 000 to cover the City's portion of the costs associated with the staging of the Pan Am Judo Championships June 14-21, 1992;
 - (iii) 1993 - an amount of \$37 000 to cover the City's portion of the costs associated with the staging of the 1993 World Judo Championships September 30 to October 4, 1993.
- (e) That the required total expenditure/commitment of \$169 000 required for the two bid presentations in 1989 as well as the commitments for 1991, 1992 and 1993 be financed from the Reserve for Contingencies.

NOTE: In April 1988 the City hosted the National Judo Competitions and provided a Civic reception at a cost of \$5 000 for approximately 200 competitors and Judo Officials. This undertaking was, in part, to improve the City's chances of being designated as the Canadian City to bid for the World Championships.

The Canadian Judo Officials have advised that the two cities being considered as the Canadian designate are Montreal and Hamilton.

If successful in this bid, the Pan Am Championships are intended to be held at McMaster University, with School Board facilities being utilized for training. A total of forty two (42) countries are eligible to participate in the Pan Am Competition and it is expected that the total number of athletes, coaches, officials, media personnel and dignitaries attending will be approximately four hundred (400).

The World Championships will be held in Copps Coliseum, with School Board facilities again being utilized for training. The number of eligible countries is eighty (80) and the expected number of athletes, officials, media, etc. is seven hundred (700).

Officials of the Regional Economic Development Department have advised that these Championships will generate in excess of \$2 000 000 in the community.

2. That the \$300 000 capital grant funding over 3 years to the Amity Goodwill Industries as provided for in the 1989-1993 Capital Program, be proceeded with and the 1989 portion of \$100 000 be financed from the 6 mill Capital Levy, Account No. CH 54002 22002.

NOTE: The \$300 000 capital grant to Amity Goodwill Industries is to offset costs associated with the renovating of their existing facilities and to provide assessment and training equipment for job training.

3. (a) That the Bernie Arbour Stadium - Upgrade Outfield Lighting be proceeded with at an estimated cost of \$60 000 as provided for in the 1989 portion of the 1989-1993 Capital Budget.
- (b) That the \$60 000 estimated cost for this project be financed from the Reserve for Capital Projects, Account No. RF 51206 25303.

NOTE: This Capital Project was approved by the Parks and Recreation Committee at its meeting on April 18, 1989 and provides for the upgrading of the lighting in the outfield area of Bernie Arbour Stadium to bring it up to the standards required for use by the Hamilton Redbird Baseball Club.

4. (a) That an amount of \$50 000 be provided to assist in defraying costs associated with the hosting of the 1989 Canadian Parks and Recreation Association (C.P.R.A.) Annual Conference being held in the City of Hamilton August 13-17, 1989.
- (b) That this expenditure be financed by an amount of \$25 000 from the "Hosting of Conferences with Municipal Subject Content", Account No. CH 55307 80040, and \$25 000 from the "Reserve for Hosting of Conferences with Municipal Subject Content", Account No. RF 59026 25226.
5. (a) That an amount of \$2 200 be provided for the purposes of attending the Building Officials and Code Administrators (BOCA) Annual Conference to be held in Schaumburg, Illinois, June 17-23, 1989 and promoting the joint conference to be held in June of 1990 in Hamilton.
- (b) That the cost be financed from the "Hosting of Conferences with Municipal Subject Content", Account No. CH 55307 80040.
6. That a purchase order be issued to Artistic Tinting & Blinds, Burlington, in the amount of \$14,607.96 for the supply and installation of electrically controlled window blinds to City Hall skylight, in accordance with specifications issued by the Manager of Purchasing and Vendor's quotation.

NOTE: Lowest of three (3) quotations received. Funds provided in "Additions and Alterations, Aldermen's Offices, City Hall", Account No. CF 52073285 41001.

7. (a) That permission be granted, during the pleasure of City Council, to "It's All Greek To Me!" Restaurant, 283 King Street East, to utilize four (4) parking spaces in the King-Jarvis Parking Lot, which are immediately adjacent to its premises, for the purposes of an Outdoor Patio Cafe.
- (b) That the granting of this permission be subject to:
- (i) Confirmation by the Director of Property that the fee for use of this area is fair market value; and
 - (ii) Confirmation by the City Solicitor that the granting of this privilege is not considered a bonus pursuant to the provisions of The Municipal Act.
- (c) That the appropriate staff be authorized and directed to take the steps necessary to give effect to this resolution.
8. That leave be granted to introduce the following Bill:

Bill A-14	A By-law to Confirm the Proceedings of the Council of the Corporation of the City of Hamilton.
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RESPECTFULLY SUBMITTED

ALDERMAN T. COOKE
ACTING CHAIRMAN
CO-ORDINATING COMMITTEE

J. J. Schatz
Secretary
1989 April 20
/bc

REPORT OF THE TRANSPORT AND ENVIRONMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The Transport and Environment Committee presents its NINTH Report for 1989 and respectfully recommends:

1. (a) That the rear of the properties at 564 Stone Church Road East (William James Welsh Estate) and 570 Stone Church Road East (Jeanette Little), more particularly described as parts 2, 3, 4, (564 Stone Church Road East) and Parts 5, 6, 7 and 9 (570 Stone Church Road East) on Plan Y-2395 prepared by MacKay, MacKay & Peters Limited be acquired through expropriation, and

(b) That the City Solicitor be directed to take the appropriate action required.
2. (a) That a Foreman III Position be approved in the Horticulture Section (Forestry) of the Parks Division.

(b) That this Foreman III's position be posted and filled immediately.
3. That purchase orders be issued for the provision of labour and equipment for Concrete Cutting and Asphalt Planing during the 1989, 1990 and 1991, in accordance with Vendor's tenders as follows:

(a)	<u>Standard Paving, Hamilton</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>
	Concrete Saw & Operator	\$ 78.00	\$ 85.00	\$ 95.00
	Travel-Per trip each way	10.00	10.00	10.00
	Asphalt Planer & Operator	136.00	150.00	165.00
	Travel-Per trip each way	10.00	10.00	10.00
(b)	<u>Hard Rock Paving, Port Colborne</u>			
	Asphalt Planner & Operator	\$120.00	\$130.00	\$140.00
	Travel-Per hour	35.00	40.00	45.00

NOTE: Lowest of two (2) tenders received. Funds provided in Base and Surface Repairs Account No. CH51401-61106 and Asphalt Surface Leveling Account No. CH51401-61114.

4. (a) That the Amity Goodwill Ind. be permitted to display a promotional banner across Main Street West in front of City Hall, from Monday, February 12, 1990 to Monday, February 19, 1990 with the following message:

COMMUNITY LOVE AFFAIR
AND DATES
FEBRUARY 12-13 - 17 & 18, 1990

- (b) That 91st Highlanders Athletic Association be permitted to display a promotional banner across Main Street West in front of City Hall, from Monday, January 8, 1990 to Monday, January 15, 1990 with the following message:

HAMILTON SPECTATOR
INDOOR GAMES
COPPS COLISEUM
JANUARY

- (c) That the Junior League of Hamilton-Burlington and Multiple Organ Donor Retrieval Program be permitted to display a promotional banner across Main Street West in front of City Hall, from Monday, April 23, 1990 to Monday, April 30, 1990 with the following message:

DON'T TAKE YOUR ORGANS TO HEAVEN
HEAVEN KNOWS WE NEED THEM HERE !

5. (a) That the approval to display a banner across Main Street, be granted to the Citizen Action Group on February 14, 1989, in adopting Item 10 of the 4th Report of the Transport and Environment Committee be rescinded; and

- (b) That the \$150 paid by the Citizen Action Group be returned to the applicant.

6. That the application of Mr. and Mrs. B. Filippi, the present owners of 18 Sorrento Place, to retain the encroachment consisting of a concrete and brick porch and steps measuring 0.39m x 2.20m that encroaches onto the public road allowance of Sorrento Place, be approved during the pleasure of Council provided:

- (a) That the owner enter into an agreement to the City Solicitor to indemnify and save the City harmless from all actions, causes of action, interests, claims, demands, costs, damages, expenses and loss.

- (b) That a first year fee of \$125 and subsequent annual fee of \$20 be set for this privilege.

- (c) That the Mayor and City Clerk, be authorized to sign and execute all necessary documents to implement this agreement.
- 7.
- (a) That Parts 4, 6, 7, 10 and 12, Plan 62R-9377, and Part 4 on Plan 62R-10200 be incorporated into the Templemead Drive road allowance;
 - (b) That Part 1, Plan 62R-9377, and Part 1, Plan 62R-10200, be incorporated into the Royalvista Drive road allowance;
 - (c) That the City Solicitor be authorized and directed to prepare and register the necessary By-laws to establish the respective road allowances as noted in Items (a) and (b) above.
 - (d) That the City Solicitor be directed to apply to the Regional Municipality of Hamilton-Wentworth for approval to establish Royalvista Drive pursuant to Section 48(3) of The Regional Municipality of Hamilton-Wentworth Act.
8. That Item 13 of the Twelfth Report for 1988 of the Transport and Environment Committee, approved by City Council on August 30, 1988, respecting the Rupert Court extension, be repealed and the following substituted therefor:
- (a) That the City Solicitor be directed to prepare a By-law to designate Parts 4 and 5 on Plan RA-H-436 with respect to the Rupert Court Extension as a Public Walkway; and
 - (b) That the City Solicitor be directed to prepare a By-law for the stopping up, closing and sale of a portion of Rupert Court as shown as Parts 1 and 2 on Plan RA-H-436; and
 - (c) That the City Clerk be directed to publish a Notice of City Council's intention to pass the By-law to close, pursuant to Section 301 of The Municipal Act, R.S.O. 1980; and
 - (d) That the Director of Property be directed to proceed with the disposition of Parts 1, 2, 3 and 6 on Plan RA-H-436 to Los Andes of Hamilton Co-operative Inc., being the abutting owner to the west, for \$1; and
 - (e) That the Commissioner of Engineering be authorized to make application to the Regional Municipality of Hamilton-Wentworth for approval of the proposed closing, pursuant to Section 48 of The Regional Act; and
 - (f) That an easement for storm and sanitary sewer purposes be registered against Part 2 of Plan RA-H-436 in favour of the Region prior to the sale of the said Part.

9. (a) That the submitted schedules for the estimated cost of services in "Ridgeview Estates - Phase 3", Hamilton, as approved by the Commissioner of Engineering, be adopted for inclusion in the proposed Subdivision Agreement. These lands are located between Upper Wentworth Street and Upper Sherman Avenue on the south side of Stone Church Road in the Butler Neighbourhood.
- (b) That the Mayor and City Clerk be authorized and directed to execute the proposed Subdivision Agreement between the City of Hamilton and the Owner, T. Valeri Construction Limited.
- (c) That the approval of the above clauses be subject to the condition that no work be commenced until the Final Survey Plan and Subdivision Agreement have been registered.
- (d) That in the event the Subdivider wishes to proceed prior to the registration of the Final Plan, he be permitted to do so at his own risk, provided that he enters into a Standard Agreement for Pre-Servicing.
10. (a) That a stop sign be erected to control westbound traffic on Swan Street at Highridge Avenue; and
- (b) That three-way stop control be implemented at the intersection of Rox Street and Highridge Avenue; and
- (c) That a stop sign be erected to control northbound traffic on East 21st Street at MacLennan Avenue; and
- (d) That City Traffic By-law 89-72 be amended accordingly.
11. (a) That a "Permit Parking" regulation be implemented on the north side of Roseland Avenue commencing 32 feet from the east end to a point 22 feet westerly therefrom; and
- (b) That the Director of Traffic Services be authorized to issue one parking permit to Mr. Fred Clarkson, 21 Roseland Avenue; and
- (c) That a Permit Parking regulation be implemented on the west side of Ray Street South, commencing at a point 25 feet south of Hunter Street west and extending to a point 19 feet southerly therefrom; and
- (d) That the Director of Traffic Services be authorized to issue one parking permit to Mr. C. Reinshheld, 121 Ray Street South; and
- (e) That City Traffic By-law 89-72 be amended accordingly.

12. That, in accordance with the recommendation of the Hamilton-Wentworth Regional Police Department, the School Traffic Officer presently assigned to the intersection of Wellington Street and Stinson Street be removed during the lunch hour crossing period only.
13. (a) That, in combination with the existing "Alternate Side Parking" regulation, a "One Hour Parking Time Limit, 24 Hours a Day, Seven Days a Week" regulation be implemented on both sides of London Street North between Main Street East and Dunsmure Road; and
- (b) That a "One Hour Parking Time Limit, 24 Hours a Day, Seven Days a Week" regulation be implemented on the west side of Greig Street between Barton Street West and Little Greig Street; and
- (c) That a "One Hour Parking Time Limit, 24 Hours a Day, Seven Days a Week" regulation be implemented on the east side of Greig Street, commencing at a point 283 feet south of Barton Street West and extending to a point 92 feet southerly therefrom; and
- (d) That City Traffic By-law 89-72 be amended accordingly.
14. That the application of Mr. Rade Zakula to lease a portion of the boulevard of Cambridge Avenue adjacent to Nos. 135-139 Kenilworth Avenue North be approved, provided that:
- (a) The applicant pays the annual fee in accordance with the fee structure approved by the City Council on 1986 March 25 (current rate is \$50 per year) plus taxes, if any, in addition to the \$10 encroachment insurance charge approved by the City Council on 1984 February 14.
- (b) The owner pays a one time \$25 registration fee, as approved by the City Council on 1986 January 14.
- (c) The owner pays a one time \$150 processing fee, as approved by the City Council on 1988 January 12.
- (d) The owner complies with the requirements as set out in the policy approved by the City Council on 1975 June 24, respecting using a portion of road allowance for parking purposes.
- (e) The driveway approach, parking area and other structures, as approved by the Director of Traffic Services, be constructed and maintained at the owner's expense.
- (f) The owner executes an agreement satisfactory to the City Solicitor, to indemnify and save the City harmless from all actions, causes of action, interest, claims, demands, costs, damages, expenses and loss.

15. (a) That a parking prohibition be implemented on the north side of Summerlea Drive between Regency Street and a point 108 feet westerly therefrom; and
(b) That a parking prohibition be implemented on the west side of Lisgar Court between Summerlea Drive and a point 96 feet southerly therefrom; and
(c) That City Traffic By-law 89-72 be amended accordingly.
16. (a) That a "No Stopping, Wheelchair Loading Only, 8:00 a.m. to 6:00 p.m., Monday to Friday" regulation be implemented on the north side of Gertrude Street commencing at a point 587 feet west of Depew Street and extending to a point 28 feet westerly therefrom; and
(b) That City Traffic By-law 89-72 be amended accordingly.
17. (a) That the existing 40 km/h speed limit on Mount Albion Road from a point 1000 feet south Greenhill Avenue to a point 1000 feet north of Mud Street be replaced with the standard municipal speed limit of 50 km/h; and
(b) That City Traffic By-law 89-72 be amended accordingly.
18. (a) That four-way stop control be implemented at the intersections of Tragina and Roxborough Avenues; Weir Street and Roxborough Avenue and Tragina Avenue and Dunsmure Road; and
(b) That City Traffic By-law 89-72 be amended accordingly.
19. (a) That the Chairman of the Transport and Environment Committee or his designate be authorized to attend the Canada Safety Council 20th National Conference on June 18-21, 1989 in Winnipeg, Manitoba.
(b) That the Chairman of the Transport and Environment Committee or his designate be authorized to attend the 82nd Annual Meeting and Exhibition of the Air and Waste Management Association (formerly A.P.C.A.), June 25-30, 1989 in Anaheim, California.
20. That leave be granted to introduce the following Bills:
 - (a) B-50 By-law to incorporate Part 2, Plan 62R-8403 into Greenguild Avenue

- (b) B-51 By-law to incorporate Part 4, Plan 62R-6969 into Templmead Drive
- (c) B-52 By-law to incorporate Part 2, Plan 62R-6969 into Independence Drive
- (d) B-53 By-law to incorporate Block 44, Plan 62M-495 into Marisa Court
- (e) B-54 By-law to incorporate Block 56, Plan 62M-377 into Greencedar Drive
- (f) B-55 By-law to Amend By-law 89-72 to Regulate Traffic
- (g) B-56 By-law to Amend By-law 89-72 to Regulate Traffic

RESPECTFULLY SUBMITTED,

Robert C. Prowse,
Secretary

ALDERMAN H. MERLING, CHAIRMAN
TRANSPORT AND ENVIRONMENT COMMITTEE

1989 April 17

/lp

REPORT OF THE PARKS AND RECREATION COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Parks and Recreation Committee presents its ELEVENTH Report for 1989 and respectfully recommends:

1. That permission be granted the Hamilton Ladies Slo-Pitch Softball Association to sell beer and food on the occasion of the Charity Slo-Pitch Game to be held at Bernie Arbour Stadium, Wednesday, May 31, 1989, under the terms and conditions which include the following:
 - (a) That proof of \$2 million Comprehensive General Liability Insurance for Property Damage and Bodily Injury, naming the City as additional insured be provided.
 - (b) That the applicant meet all requirements of the Liquor Licence Board of Ontario for issuance of a Special Occasion Permit.
 - (c) That beer be sold in an enclosed tent, at a location satisfactory to Parks Division staff.
 - (d) That Special Duty Officers, as may be deemed necessary by the Hamilton-Wentworth Regional Police, be provided at the applicants expense.
 - (e) That the applicant assume responsibility for all labour-related charges as a result of this event.
2. (a) That an Option to Purchase a parcel of land on the west side of Upper Wellington Street between Stone Church and Rymal Road East, executed by the owner of Di Cenzo Construction Company Limited on March 28, 1989 and scheduled for closing on July 24, 1989 be approved and completed.

NOTE: This parcel of land is irregular in shape and contains an area of 6.2314 acres of land shown as Parts 7, 8 and 9 on attached copy of Plan 62R-9868. The purchase price of \$1 is to be charged to Account RF 11001 25411 (Cemetery Perpetual Care Fund).

This Option to Purchase is subject to several conditions including:

- i. That this Option to Purchase is subject to the City of Hamilton accepting from the Vendor an Offer to Purchase approximately 4.328 acres of City owned land in Lot 13, Concession 8, formerly in the Geographic Township of Barton, now in the City of Hamilton, known as Di Cenzo Gardens Subdivision and more particularly described as Part 1 on the attached Plan 62R-9868. The said Offer to Purchase is dated for acceptance by the City not later than May 2, 1989. The said Offer to Purchase and the Option to Purchase are to be accepted by City Council concurrently and both properties are to be finalized contemporaneously with each other. These two transactions are hereinafter referred to as "the land exchange".
- ii. That Di Cenzo Construction Company Limited agrees as follows:
 - (aa) to dedicate to the City of Hamilton approximately twenty-five (25) square metres of property to be designated as burial grounds. The location of this parcel is to be approved by the Parks and Recreation Committee prior to dedication. It is acknowledged that the twenty-five (25) square metre burial ground is included and forms part of the 6.2314 acres being conveyed to the City of Hamilton, shown as Parts 7, 8 and 9, on Plan 62R-9868. This twenty-five (25) square metre burial ground will be deducted from the 6.2314 acres being transferred to the City of Hamilton when calculating the 5% credit mentioned in Item iii of this report.
 - (bb) to provide to the City of Hamilton, prior to closing of the land exchange, evidence satisfactory to the City of Hamilton that the Chief and Band Council of the Six Nations Reserve have approved the plans for burial grounds and the relocation of Native remains.
 - (cc) to pay to the City of Hamilton, prior to the closing of the land exchange, \$15,000 to be used as a perpetual maintenance fund for the burial grounds.
 - (dd) to fence the burial ground at its own expense. Such fencing to be subject to the approval of the Parks and Recreation Committee and the Ministry of Culture and Communications.

- (ee) to relocate the known Native remains and any other remains in the future to the burial grounds. Such relocation to be carried out with archaeological assistance and at its own expense.
- (ff) to finance a plaque designating the Indian Burial Grounds and with a brief history. Such plaque to be approved by the Parks and Recreation Committee.
- (gg) to waive any claim that it may have for costs relating to work done in preparing the alternative draft plans that were submitted in 1988.
- (hh) that all covenants, obligations and agreements in this Option to Purchase, to be performed by the owner, Di Cenzo Construction Company Limited, shall survive the closing of this transaction and shall in no way merge with any deed or with the dedication of the burial grounds.

iii. Whereas the City of Hamilton has required the owners to exchange the subject land having approximately 6.2314 acres (less .006 acres for the burial ground), for City of Hamilton lands having approximately 4.328 acres in Di Cenzo Gardens Subdivision, the Owner's surplus land amounting to 1.897 acres shall be accepted by the City of Hamilton as April 10, 1989 partial payment of the 5% of land dedication for park purposes in the Subdivision known as Di Cenzo Gardens, and any balance not used for Di Cenzo Gardens can be applied as a credit for future subdivisions in accordance with City practice.

- (b) That an Offer to Purchase a parcel of land on the west side of Upper Wellington between Stone Church Road East and Rymal Road East, executed by the Purchaser, Di Cenzo Construction Company Limited on December 16, 1988 and scheduled for closing on July 4, 1989 be approved and completed.

NOTE: This City owned parcel of land contains an area of 4.328 acres and is shown as Part 1 on Plan 62R-9868. The purchase price of \$1 is to be credited to Account RF 11001 25411 (Cemetery Perpetual Care Fund).

It is understood and agreed that this Offer to Purchase is subject to the City of Hamilton accepting an Option to Purchase executed by Di Cenzo Construction Company Limited for the sale of approximately 6.2314 acres of land in Lot 13, Concession 8, formerly Township of Barton, now in the City of Hamilton, and more particularly described as Parts 7, 8 and 9, on attached copy of Plan 62R-9868.

The said Option to Purchase is dated for acceptance by the City not later than May 2, 1989. The said Option to Purchase and this Offer to Purchase are to be accepted by City Council concurrently.

The closing of this transfer to Di Cenzo Construction Company Limited of Part 1 on Plan 62R-9868 is conditional upon the closing of the transfer to the City of Hamilton of Parts 7, 8 and 9 on Plan 62R-9868 provided for in the Option to Purchase referred to above.

3. (a) That an Option to Purchase the property to the rear of 1321 Upper Wellington Street duly executed by Barry Albert Sheets and Linda Margaret Sheets and scheduled for closing on April 17, 1989 be extended to close on or before January 26, 1990.
- (b) That this extension is to be granted on the understanding that time is to remain of the essence of the Agreement and that all other terms and condition are to remain the same.
4. That a purchase order be issued to McCracken Golf Supplies, Brampton, in the amount of \$40 854.75 for the supply and delivery of various fertilizers for the Parks Division, Public Works Department, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest acceptable of four (4) tenders received. Funds provided in Stock Materials Account No. CH56197-60999.

5. That a purchase order be issued to Ronald Wowk Electrical Ltd., Hamilton, in the amount of \$29 400 for the supply, delivery and installation of Flowerbed Lighting, Gage Park, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of nine (9) tenders received. Funds provided in Upgrading Gage Park Account No. CF5200 628854002.

6. That purchase orders be issued for the supply and/or delivery of #1 Nursery Sod, for various departments as and when required during 1989, in accordance with specifications issued by the Manager of Purchasing and Vendors' tenders, as follows:

Price per 0.8 sq. Meter Roll	<u>Delivered</u>	<u>Picked Up</u>
(a) <u>Waterdown Sod Supply, Troy</u>		
1,500 rolls, 1 drop off	\$1.10	\$.95
600 rolls, 1 drop off	1.15	

(b)	John Vanderwoude Sod Farms	<u>Delivered</u>	<u>Picked Up</u>
	<u>Mount Hope</u>		
	200 rolls	1.13	\$.93
	Less than 200 rolls	\$25.00 delivery charge	

Provincial sales tax extra at 8%

NOTE: Lowest of five (5) tenders received. Funds provided in various Accounts.

7. That a purchase order be issued to Lawn Rangers, Pickering, in the amount of \$9 418.80 for 1989, \$9 890.68 for 1990 and \$10 386.54 for 1991, per application, for the spraying of grass in various Cemeteries, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of three (3) tenders received. Funds provided in Sodding, Seeding, Repairing Continuous Services Account No. CH56398 63125.

8. That a purchase order be issued to Bobby Lawn Inc., Hamilton in the amount of \$18 212 for 1989, \$18 941 for 1990 and \$19 698 for 1991, per application, for the spraying of grass at Chedoke and King's Forest Golf Courses in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of two (2) tenders received. Funds provided in Fairway & Rough Maintenance Chedoke Golf Account No. CH56372-62136 and King's Forest Golf Account No. CH56372 62142.

9. That purchase orders be issued for the spraying of grass in various Parks, in accordance with specifications issued by the Manager of Purchasing and Vendors' tenders, as follows:

(a)	<u>Lawn Rangers, Pickering</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>
	- Parks Section 1	\$ 9 647.96	\$10 131.28	\$10 639.21
	- Parks Section 2	10 552.80	11 102.55	11 659.18
(b)	<u>Bobby Lawn Inc., Hamilton</u>			
	- Parks Section 3	\$22 291.27	\$23 182.93	\$24 110.24

Prices are per application

NOTE: 1. Lowest of three (3) tenders received.
2. Lowest acceptable three (3) tenders received.
Funds provided in Park Maintenance Weed Spray Programme
Account No. CH56398 62126.

10. (a) That the City provide a grant, in the amount of \$1 per participant, to volunteer organizations who are registered with the operate programmes approved by the Department of Culture and Recreation. This grant is for the purpose of off-setting the cost of providing Liability Insurance.
- (b) That the present policy of providing grants to help off-set the cost of Liability Insurance for those organizations who are registered with and operate approved programmes by the Department of Culture and Recreation, and who have already obtained Liability Insurance, be continued.
11. That the Park located on Belview Avenue near Holy Name of Jesus School be named Belview Park.
12. That the new Park at the former Hamilton Foundry site on Clinton Street be named Lucy Day Park.
13. (a) That the fireworks for the Victoria Day Celebrations to take place on 1989 May 22, be fired from the Lax Property.
- (b) That staff be directed to investigate the possibility of firing the fireworks from barges in the middle of the harbour.
14. That approval be given for the New Crystal Palace Sub-Committee to investigate a more suitable site, other than the proposed Waterfront Development Project, for the display of the New Crystal Palace.
15. (a) That a purchase order be issued to Cumming Cockburn Ltd., London, in the amount of \$58 140 to conduct a feasibility study for Arenas and Skating Rink, in accordance with specifications issued by the Manager of Purchasing and Vendor's proposal.
- (b) That a contract be entered into satisfactory to the City Solicitor.

NOTE: Lowest acceptable of six (6) proposals received. Funds provided in Consultant, Arena Feasibility Study Account No. CF5450 7080841002.

RESPECTFULLY SUBMITTED,

Robert C. Prowse,
Secretary

ALDERMAN T. MURRAY, CHAIRMAN
PARKS AND RECREATION COMMITTEE

1989 April 18

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REPORT OF THE PLANNING AND DEVELOPMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Planning and Development Committee presents its **ELEVENTH** Report for 1989 and respectfully recommends:

1. That the Building Commissioner **BE AUTHORIZED** to issue demolition permits for the following properties:
 - (a) 987 Rymal Road East
 - (b) 688 Stone Church Road East
 - (c) 90 Dundurn Street South
2. That two members of the Committee of Adjustment **BE AUTHORIZED** to attend the 1989 Annual Conference of the Ontario Association of Committees of Adjustment and Consent Authorities to be held for three days in 1989 June in Peterborough, Ontario, at an expense not exceeding \$750. each, to be charged to Account No. CH 55201 10010, Legislative Travelling.
3. That Change Order No. 18, Downtown Hamilton Action Plan, Phase II, to Delmar Contracting Limited in the amount of twenty-four thousand, seven hundred and fifty dollars (\$24,750.), **BE APPROVED**.

NOTE: Funds are available in Phase II Account No. CF 5223428403002.

The original contract price for construction of Phase II of the Downtown Hamilton Action Plan was one million, sixty-one thousand, one hundred and two dollars (\$1,061,102.) as approved by City Council 1985 July 16 (P.O. #19070). Subsequent Change Orders reduced the total to one million, fifty-six thousand, seven hundred and seventy-three dollars and nineteen cents (\$1,056,773.19). Change Order No. 18 would bring the total up to one million, eighty-one thousand, five hundred and twenty-three dollars and nineteen cents (\$1,081,523.19).

This increase is required for the costs associated with the delays encountered in the delivery of the H.S.R. luminaire and traffic poles. The Consultant, F. Basciano for Moorhead Fleming Corban and Partners, has advised that twenty-four thousand, seven hundred and fifty dollars (\$24,750.) would be an appropriate amount to cover the Contractor's extra costs.

4. (a) That, the Business Improvement Area Commercial Improvement Programme submission attached hereto, and marked **APPENDIX "A"**, **BE APPROVED** at an estimated gross cost of one hundred and eighty-eight thousand, five hundred and six dollars (\$188,506.); and,
- (b) That the Department of Community Development **BE AUTHORIZED** to implement the recommendations contained in (a) above.

NOTE: On 1987 January 29, City Council approved the Department of Community Development's Capital Budget submission of five hundred thousand dollars (\$500,000.) per year for the next five (5) years for a total of two and a half million dollars (\$2,500,000.) for the Commercial Improvement Programme.

In 1987 and 1988 City Council approved three hundred and ninety-eight thousand, one hundred and twenty-five dollars (\$398,125.) and, six hundred and forty-seven thousand, one hundred and seventy dollars (\$647,170.) respectively for a total of one million, forty-five thousand, two hundred and ninety-five dollars (\$1,045,295.) in spent and allocated funds to date.

5. That, Phase I of the Recommended Phasing Proposal of the Hamilton Street Railway Transit Shelter Attitude Study **BE APPROVED** for implementation in 1989.

NOTE: Phase I of the recommended Phasing Proposal will install prototype shelters on the north side of King Street West, west of James Street and on the west side of James Street, north of King Street for a 3 month trial period.

The Downtown Hamilton Action Plan Co-Ordinating Committee and the Urban Design Committee have recommended approval of Phase I. The Urban Design Committee has requested further study by the Hamilton Street Railway of the Public's attitudes prior to approval of additional shelters downtown.

6. That the City Solicitor **BE AUTHORIZED** to prepare a Quit Claim Deed from the City of Hamilton to the present owners of 151 York Boulevard, Hamilton, to release the property from the construction covenants to the City as contained in deed number 332207 C.D.

NOTE: In adopting Section 2 of the Sixth Report for 1985 of the Planning and Development Committee, City Council on 1985 February 26 authorized the sale of Part 1 on Plan 62R-5977 and part of Napier Street being Part 1 on Plan 62R-7789 to 601210 Ontario Inc. The transaction was completed on 1985 October 31. Their proposed building is now completed and all covenants have been fulfilled.

7. That an Option to Purchase the property at 354 Birch Avenue duly executed by James William McKnight and Rhonda McKnight on 1989 April 3 and scheduled to close on or before 1989 June 19 **BE COMPLETED**.

NOTE: This property is required in connection with the acquisition of lands in the Alpha Enclave (West) Plan 1 and has a frontage of 9.60 metres (31.5 feet) by a depth of 32.23 metres (105,750 feet) comprising an area of 251.76 square metres (2,710 square feet) with structures erected thereon. The purchase price of \$94,000. and all costs and associated expenses to be charged to Account #CF 5590 308750001.

8. That a Heritage Permit application **BE APPROVED** for alterations proposed for the designated properties at 252, 262 and 268 James Street South, as marked on the plans submitted by Moffat, Kinoshita Associates Incorporated, dated 1989 February 2.

NOTE: The Local Architectural Conservation Advisory Committee at its meeting held 1989 February 13, met with Mr. Jerry Chlebowsky of Moffat, Kinoshita Associates Incorporated and gave preliminary approval on the plans for the proposed alterations for these designated properties.

For properties designated under the Ontario Heritage Act, proposed alterations to designated features require Council approval. Presently, only the east, north and south facades are designated, and the interior hallway of 252 James Street South.

This new proposal consists of an adaptive re-use project, converting residential buildings to a commercial use. The former in-fill project has been discontinued and as a result, the new design causes minimal intervention with the exterior views.

9. That a Heritage Permit **BE APPROVED** for the construction of a garage at the rear of 111 St. Clair Avenue, located within the St. Clair Avenue Heritage District.

NOTE: The Local Architectural Conservation Advisory Committee at its meeting held 1989 March 31 gave preliminary approval for the Heritage Permit.

Any new construction requires a Heritage Permit to be approved by City Council for properties located within a Heritage District pursuant to the provisions of the Ontario Heritage Act, 1983.

10. That **APPROVAL** be given to Proposed Draft Plan of Condominium Application SA-89-01, "Forest James", 710218 Ontario Inc., owner, to establish a draft plan of condominium located at the east side of James Street and north of Ferrie Street, subject to the following conditions:

- (a) That this approval apply to the plan prepared by Brian Jacobs, O.L.S., Guido Consoli Surveying Ltd., dated 1988 November 18.
- (b) That the owner agree in writing to satisfy all financial requirements of the Regional Municipality of Hamilton-Wentworth.
- (c) That the neighbourhood plan be amended accordingly.

11. That the Director of Local Planning **BE AUTHORIZED** to apply to the Ministry of Housing to provide a \$20,000. grant to fund the development of a Municipal Building Profile.

NOTE: The Ministry of Housing, through the Municipal Building Profile program funds the preparation of residential data bases up to the sum of \$20,000. The total proposed budget is estimated to be \$40,000. The remaining \$20,000. is accommodated within the 1989 Planning and Development budget in terms of staff time predominantly at the Regional level. The City staff's role will be mainly consultative and will be charged to demand responsive projects. The project will have no financial impact on the proposed budget.

The Planning and Economic Development Committee has approved a parallel application for \$20,000. funding for a study which will cover the whole Region. However, due to the City of Hamilton's complex nature and issues it is proposed that the City's residential data base be prepared at a more detailed level. It is anticipated that the two studies (Region and City) will be done together, principally by staff of the Department's. However, a separate application is needed by the City of Hamilton to attract the additional \$20,000. funding.

The Municipal Building Profile will provide comprehensive information about existing housing stock for input into the Housing Statement Update, the Housing Intensification Study, the Central Area Implementation Plan and the review of issues concerning townhousing. It will also provide an ongoing data source about residential stock for monitoring housing policies, analyzing housing issues and reviewing development proposals. The data base will provide information summaries to planners, senior management, the development industry, service agencies, the public, the Province and City Council.

12. That APPROVAL be given to amended Zoning Application 89-06, Hamilton General Homes (1971) Ltd., and Multi-Area Development Inc., owner, for a modification to the established "M-14" (Prestige Industrial) District regulations to permit a "Home Design Centre", offices and a bank, for property located at 1120 and 1150 Stone Church Road East, as shown on the attached map marked as APPENDIX "B", on the following basis:

(a) That the "M-14" (Prestige Industrial) District regulations as contained in Section 17F of Zoning By-law No. 6593, applicable to the subject lands, be modified to include the following variances as special provisions:

(i) That notwithstanding Section 17F(1)(a) of By-law No. 6593 the following Commercial Uses shall be permitted:

<u>Commercial Use</u>	<u>S.I.C. Identification</u>
1. Household Furniture Stores (With Appliances and Furnishings)	6211
2. Household Furniture Stores (Without Appliances and Furnishings)	6212
3. Furniture Refinishing and Repair Shops	6213
4. Floor Covering Store	6231
5. Drapery Store	6232
6. Other Household Furnishings Store	6239
7. Lawn and Garden Centre	6522
8. Hardware Store	6531
9. Paint, Glass and Wallpaper Store	6532
10. Gift, Novelty and Souvenir Store	6582
11. Other Retail Store, n.e.c. restricted to:	6599
1. Picture framing, retail	
2. Saunas, etc., retail	
3. Swimming pools, retail	
12. Chartered Bank	7021
13. Trust Company	7031
14. Insurance and Real Estate Agency	7611
15. Other Business Service n.e.c., restricted to:	7799
1. Interior Designing Service	

- (b) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1120, and that the subject lands on Zoning District Map E-59C be notated S-1120;
- (c) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-59C for presentation to City Council;
- (d) That the proposed modification in Zoning is in conformity with the Official Plan for the Hamilton Planning Area; and,
- (e) That the approved Mountain Industrial Area Plan be amended by redesignating the subject lands from "Restricted Industrial" to "Restricted Industrial-Commercial".

NOTE: The purpose of the By-law is to provide for a modification to the established "M-14" (Prestige Industrial) District regulations for property located at 1120 and 1150 Stone Church Road East.

The effect of the By-law is to permit, in addition to the uses allowed under the "M-14" District, a "Home Design Centre" containing retail stores (e.g. floor coverings, drapery, paint and wallpaper, hardware, lawn and garden centre, furniture, kitchen cabinets, etc.), offices (e.g. interior design), and a bank.

- 13. (A) That APPROVAL be given to Amended Zoning Application 89-02, Vaughan Graham, owner, for a change in zoning from "C" (Urban Protected Residential, etc.) District, to "D" (Urban Protected Residential - One and Two Family Dwellings, Townhouses, etc.) District modified to permit construction of two, two-family dwellings, for property located at 1415 Upper Gage Avenue, as shown on the attached map marked as APPENDIX "C", on the following basis:
 - (a) That the subject lands be rezoned from "C" (Urban Protected Residential, etc.) District to "D" (Urban Protected Residential - One and Two Family Dwellings, Townhouses, etc.) District;
 - (b) That the "D" (Urban Protected Residential - One and Two Family Dwellings, Townhouses, etc.) District regulations as contained in Section 10 of Zoning By-law No. 6593 applicable to the subject lands, be modified to include the following variance as a special requirement:
 - (i) That notwithstanding Section 10.(4)(ii) a minimum lot width of 15.0m and a minimum lot area of 540 m² shall be provided and maintained for a two-family dwelling;

- (c) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1121, and that the subject lands on Zoning District Map E-49C be notated S-1121;
 - (d) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-49C for presentation to City Council;
 - (e) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area; and
 - (f) That the approved Templemead Neighbourhood Plan be amended by redesignating the subject lands from "Low Density Apartments" to "Single and Double" residential;
- (B) That the implementing By-law NOT BE PASSED by Council until the applicant submits proof that he has provided the required road widening to the Region.

NOTE: The purpose of the By-law is to provide for a change in zoning from "C" (Urban Protected Residential, etc.) District to "D" (Urban Protected Residential - One and Two Family Dwellings, Townhouses, etc.) District, modified for property located at 1415 Upper Gage Avenue.

The effect of the By-law is to permit development of the subject lands for two, two-family dwellings. In addition, the By-law provides for a variance to permit a minimum lot width of 15m for a two family dwelling, whereas 18m is required.

14. That APPROVAL be given to Zoning Application 88-127, S. G. Kemp, owner, for a change in zoning from "B" (Suburban Agricultural and Residential, etc.) District to "C" (Urban Protected Residential, etc.) District for property at 18 Christie Street, as shown on the attached map marked as APPENDIX "D", on the following basis:
- (a) That the subject lands be rezoned from "B" (Suburban Agricultural and Residential, etc.) District to "C" (Urban Protected Residential, etc.) District;
 - (b) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map W-9E for presentation to City Council; and,
 - (c) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the By-law is to provide for a change in zoning from "B" (Suburban Agriculture and Residential, etc.) District to "C" (Urban Protected Residential, etc.) District for property at 18 Christie Street.

The effect of the By-law is to create four new building lots for single-family detached dwellings and retain the existing dwelling.

15. (A) That APPROVAL be given to Official Plan Amendment No. 75 to redesignate the subject lands from "Residential" to "Commercial" and to extend the boundary of Special Policy Area 31, and that the City Solicitor be directed to prepare a By-law to amend the Official Plan for submission to the Regional Municipality of Hamilton-Wentworth.
- (B) That APPROVAL be given to Zoning Application 88-109, John Bear Pontiac Buick, owner, requesting a change in zoning from "AA" (Agricultural) District to "G-3" (Public Parking Lots) District modified, for property located at the rear of 1200 Upper James Street, shown on the attached map marked as APPENDIX "E", on the following basis:
- (a) That the subject lands be rezoned from "AA" (Agricultural) District to "G-3" (Public Parking Lots) District;
 - (b) That the "G-3" (Public Parking Lots) District regulations as contained in Section 13C of Zoning By-law No. 6593 applicable to the subject lands, be modified to include the following variance as a special requirement:
 - (i) That a minimum 9.0m wide planting strip shall be provided and maintained along the westerly lot line.
 - (c) That By-law 79-255 passed by City Council on 1979 August 28 be modified on the following basis:
 - (i) That Section 2 be deleted and subsequent Sections be modified and renumbered accordingly.
 - (d) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1122, and that the subject lands on Zoning District Map W-9B be notated S-1122;
 - (e) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and District Map W-9B for presentation to City Council; and,

- (f) That the proposed change in zoning will be in conformity with the Official Plan for the Hamilton Planning Area upon the approval of Official Plan Amendment No. 75 by the Regional Municipality of Hamilton-Wentworth.
- (C) That the By-law **NOT BE PASSED** until after the applicant has applied for and received Site Plan Control approval, and provided proof that half of the proposed road allowance located within the subject lands has been deeded to the City of Hamilton.

NOTE: The purpose of the By-law is to provide for a change in zoning from "AA" (Agricultural) District to "G-3" (Public Parking Lots) District for property located at the rear of 1200 Upper James Street.

The effect of the By-law is to permit an extension of the existing parking lot at the rear of the subject lands in conjunction with the established automobile dealership, and require a minimum 9.0m wide planting strip along the westerly lot line.

In addition, the proposed By-law will also modify By-law 79-255 to delete the 3m landscaped area within the existing parking lot, since it is no longer required.

16. That **APPROVAL** be given to Amended Zoning Application 88-65, Clement Chan, John Chan, and Pauline Kan, owners, for a further modification to the established "HH" (Restricted Community Shopping and Commercial, etc.) District regulations to permit a commercial school for Grades 11, 12 and 13 (Block "3"), an accessory combined lodging house/multiple dwelling (Block "1"), and accessory parking (Blocks "1" and "2") for property located at 1033 Main Street West, as shown on the attached map marked as **APPENDIX "F"**, on the following basis:

- (a) That the "HH" (Restricted Community Shopping and Commercial, etc.) District regulations as contained in Section 14A of Zoning By-law No. 6593, as amended by By-laws 84-234 and 88-44, be further modified to include the following variances as special requirements:
 - (i) That notwithstanding Section 14A(1), the following uses shall be permitted:
 - 1) a commercial school providing secondary education containing a maximum of 18 classrooms within the existing building located on Block "3";

- 2) a combined lodging house and multiple dwelling having a maximum gross floor area ratio of 1.99, a maximum of 99 lodging rooms for 198 persons, and a maximum of nine multiple dwelling units for nine residents, only to be used by students attending the commercial school in clause (1) above, shall be permitted on Block "1";
- (ii) That notwithstanding Section 14A(3)(a), a minimum front yard depth of 4.55m shall be provided and maintained for the combined lodging house/multiple dwelling use located on Block "1";
- (iii) That notwithstanding Section 14A(3)(c), a minimum rear yard depth of 1.0m shall be provided and maintained for the combined lodging house/multiple dwelling use located on Block "1";
- (iv) That notwithstanding Section 14A(2), the maximum height of the combined lodging house/multiple dwelling use located on Block "1" shall be five storeys;
- (v) That notwithstanding clauses 1.(g) and (j), and clause 3.(b)(iv) of Table 1 of Section 18A, a minimum of 57 parking spaces shall be required for the uses specified in (a)(i) above;
- (vi) That notwithstanding Section 18A (9), seven of the 57 required parking spaces may be provided on Block "2";
- (vii) That notwithstanding Section 18A (1)(f), a manoeuvring space having an aisle width of not less than 4.52m shall be provided and maintained for the seven parking spaces on Block "2";
- (viii) That notwithstanding Section 4.(3)(b), the lands shown as Block "2" may be used for parking;
- (ix) That Section 2(b) of By-law 84-234 passed by City Council on 1984 October 30, be repealed;
- (x) That the landscaped areas located within the front yard and easterly side yard of Block "3" as existing on the date of passing of this By-law shall be retained and maintained except for required driveways;
- (xi) That a landscaped area having a minimum width of 1.0m shall be provided and maintained along the southerly lot line of Block "1";

- (b) That the amending by-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-886b, and that the subject lands on Zoning District Maps W-33 and W-34 be notated S-886b;
- (c) That the City Solicitor be directed to prepare a by-law to amend Zoning By-law No. 6593 and Zoning District Maps W-33 and W-34 for presentation to City Council;
- (d) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the by-law is to provide for a further modification to the established "HH" (Restricted Community Shopping and Commercial, etc.) District regulations for property located at 1033 Main Street West.

The effect of the by-law is to permit the following uses:

- (a) Block 1 - a combined lodging house and multiple dwelling have a maximum gross floor area ratio of 1.99, a maximum of 99 lodging rooms for 198 persons, and a maximum of nine multiple dwelling units for nine residents, only to be used by students attending the commercial school located on Block "3";
- (b) Block 2 - parking;
- (c) Block 3 - a commercial school providing secondary education containing a maximum of 18 classrooms.

In addition, the by-law provides for the following variances as special requirements:

- (d) a minimum front yard of 4.55m for the combined lodging house/multiple dwelling use located on Block "1", instead of 12.0m required (Section 14A(3)(a));
- (e) a minimum rear yard of 1.0m for the combined lodging house/multiple dwelling use located on Block "1", instead of 6.0m required (Section 14A(3)(c));
- (f) a maximum building height of five storeys for the combined lodging house/multiple dwelling use located on Block "1", whereas four storeys is permitted (Section 14A(2));

- (g) to provide a total of 57 parking spaces on Blocks "2" and "3" in conjunction with the combined lodging house/multiple dwelling and commercial school uses, whereas 219 parking spaces are required; (Section 18A, Table 1-1.(g) and (j), and 3.(b)(iv);
- (h) to permit seven of the required 57 parking spaces to be provided on Block "2" (Sections 18A.(9) and 4.(3)(b);
- (i) to reduce the aisle width of the manoeuvring space for the seven parking spaces located on Block "2" from 6.0 minimum to 4.52m minimum (Section 18A.(1)(f));
- (j) to require that the landscaped areas located within the existing front yard and easterly side yard of Block "3" at the date of passing of this by-law be retained and maintained, except for required driveways;
- (k) to require a minimum landscaped area of 1.0m to be provided and maintained across the southerly lot line of Block "1".

17. (A) That Zoning Application 88-134, Ankam Properties, Ltd., owner, requesting a change in zoning from "C" (Urban Protected Residential, etc.) District to "H" (Community Shopping and Commercial, etc.) District modified (Block - 1), from "G-3" (Public Parking Lots) District to "H" (Community Shopping and Commercial, etc.) District modified (Block - 2), and for further modifications to the established "H" (Community Shopping and Commercial, etc.) District (Block - 3), and the "G-3" (Public Parking Lots) District (Block - 4), to permit construction of a 2 storey building for the Sherwood Branch Library (Blocks 1 & 2), to permit additions to the shopping plaza (Block - 3), and to delete required landscaping and fencing (Block - 4) for property located at 1117 to 1119 Fennell Avenue East, as shown on the attached map marked as APPENDIX "G", BE DENIED, for the following reason:

- (a) The proposed library use is permitted as-of-right under the "C" (Urban Protected Residential, etc.) District regulations. Accordingly, it is unnecessary and would be inappropriate to rezone the lands "H" Commercial, in that such zoning could be considered as a commitment to future commercial development of the lands (Blocks "1" and "2").

(B) That APPROVAL be given to Amended Zoning Application 88-134, Ankam Properties Ltd., owner, for a change in zoning from "G-3" (Public Parking Lots) District to "C" (Urban Protected Residential, etc.) District modified (Block - 2), for a modification to the established "C" (Urban Protected Residential, etc.) District (Block - 1), and for further modifications to the established "H" (Community Shopping and Commercial, etc.) District (Block - 3) and "G-3" (Public Parking Lots) District (Block - 4), to permit construction of a 2 storey building for the Sherwood Branch Library (Blocks "1" and "2"), to permit additions to the shopping plaza (Block - 3), and to delete required landscaping and fencing on (Block - 4), for property located at 1117 to 1119 Fennell Avenue East, as shown on the attached map marked as APPENDIX "H", on the following basis:

- (a) That the lands shown as Block "2" be rezoned from "G-3" (Public Parking Lots) District to "C" (Urban Protected Residential, etc.) District;
- (b) That the "C" (Urban Protected Residential, etc.) District regulations as contained in Section 9 of Zoning By-law No. 6593, applicable to the lands shown as Blocks "1" and "2", be modified to include the following variances as special requirements:
 - (i) That notwithstanding Section 9.(3) the following yards shall be provided and maintained:
 - 1. a front yard of a depth of at least 6.0m from Upper Ottawa Street;
 - 2. a side yard of a width of at least 6.0m along the northerly lot line;
 - 3. a rear yard of a depth of at least 4.5m along the easterly lot line;
 - (ii) That a minimum 6.0m wide landscaped area shall be provided and maintained along the westerly front lot line and the northerly side lot line;
 - (iii) That a minimum 4.5m wide landscaped area shall be provided and maintained along the easterly rear lot line;
 - (iv) That a visual barrier not less than 1.2m and not greater than 2.0m in height shall be provided and maintained along the northerly side lot line;

18. (A) That Zoning Application 88-46, P. and J. Zourntos, P. Hatzoglou, A. Tuite, and P. Mancini, owners, requesting a change in zoning from "B" (Suburban Agriculture and Residential, etc.) District to "G-4" (Designed Neighbourhood Shopping Area) District, to permit a neighbourhood plaza on property at the south-west corner of Rymal Road East and Ryckman Street, as shown on the attached map marked as APPENDIX "I", BE DENIED for the following reason:
- (a) The proposal conflicts with the intent of the draft Allison Neighbourhood Plan, in that the requested "G-4" District permits uses which are considered high traffic generators (i.e. restaurant).
- (B) That **APPROVAL** be given to Official Plan Amendment No. 76, to redesignate lands at the south-west corner of Rymal Road East and Ryckman Street from "Residential" to "Commercial", and to establish a "Special Policy Area" to prohibit high traffic generators, and that the City Solicitor be directed to prepare a By-law to amend the Official Plan for the Hamilton Planning area for submission to the Regional Municipality of Hamilton-Wentworth.
- (C) That **APPROVAL** be given to an Amended Zoning Application 88-46, P. and J. Zourntos, P. Hatzoglou, A. Tuite, and P. Mancini, owners, for a change in zoning from "B" (Suburban Agriculture and Residential, etc.) District to "G-4" (Designed Neighbourhood Shopping Area) District, modified to permit a neighbourhood plaza on property at the south-west corner of Rymal Road East and Ryckman Street, as shown on the attached map marked as APPENDIX "I", on the following basis:
- (a) That the subject lands be rezoned from "B" (Suburban Agriculture and Residential, etc.) District to "G-4" (Designed Neighbourhood Shopping Area) District;
- (b) That the "G-4" (Designed Neighbourhood Shopping Area) District regulations as contained in Section 13D of Zoning By-law No. 6593 applicable to the subject lands, be modified to include the following variances as special requirements:
- (i) That Section 13D(1)B(iv) of Zoning By-law No. 6593 shall not apply;
- (ii) That a minimum 3.0m wide planting strip shall be provided and maintained along the southerly and easterly property lines;
- (iii) That a visual barrier not less than 1.2m in height and not greater than 2.0m in height shall be provided and maintained along the boundary of the southerly property line;

- (iv) That a visual barrier not less than 1.2m in height and not greater than 2.0m in height shall be provided and maintained within the required 3.0m wide planting strip along the easterly property line;
 - (v) That no vehicular access to or egress from Ryckman Street shall be permitted.
- (c) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1123, and that the subject lands on Zoning District Maps E-9D and E-9E be notated S-1123;
 - (d) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Maps E-9D and E-9E for presentation to City Council;
 - (e) That the proposed change in zoning will be in conformity with the Official Plan for the Hamilton Planning Area upon the approval of Official Plan Amendment No. 76 by the Region of Hamilton-Wentworth.

NOTE: The purpose of the By-law is to provide for a change in zoning from "B" (Suburban Agriculture and Residential, etc.) District to "G-4" (Designed Neighbourhood Shopping Area) District, modified to lands located at the south-west corner of Rymal Road East and Ryckman Street.

The effect of the By-law is to permit development of the subject lands for a neighbourhood plaza.

In addition, the By-law provides for the following variances as special requirements:

- (a) To prohibit a Restaurant or refreshment room without any dancing or other entertainment except music;
- (b) To provide a minimum 3.0m wide planting strip along the southerly and easterly property lines;
- (c) To provide a visual barrier not less than 1.2m in height and not greater than 2.0m in height along the boundary of the southerly property line;
- (d) To provide a visual barrier not less than 1.2m in height and not greater than 2.0m in height within the required 3.0m wide planting strip along the easterly property line; and,
- (e) To prohibit driveway access to and from Ryckman Street.

19. (A) That Zoning Application 88-28, G. Marazzato, owner, requesting changes in zoning from "AA" (Agricultural) District to "G-4" (Designed Neighbourhood Shopping Area) District (Block "1") and "C" (Urban Protected Residential, etc.) District (Block "2"), to permit the construction of a 2 storey building having commercial uses on the ground floor (stores, offices) and 3 apartment units on the second floor, and to create 2 building lots for single-family detached dwellings, for lands located at 1002 West 5th Street, as shown on the attached map marked as APPENDIX "J", BE DENIED for the following reasons:

- (a) The proposed commercial and apartment development for Block "1", conflicts with the intent of the Official Plan and approved Gourley Neighbourhood Plan which designate the subject lands for "Single and Double Residential" use;
- (b) The proposed commercial and apartment development on Block "1" would be incompatible with existing and proposed single-family residential development on adjoining lands; and
- (c) Approval of the proposed commercial and residential development on Block "1" would set an undesirable precedent for future similar applications in the surrounding area.

(B) That APPROVAL be given to Amended Zoning Application 88-28, G. Marazzato, owner, for a change in zoning from "AA" (Agricultural) District for lands located at 1002 West 5th Street, as shown on the attached map marked as APPENDIX "K", on the following basis:

- (a) That the subject lands be rezoned from the "AA" (Agricultural) District to the "C" (Urban Protected Residential, etc.) District;
- (b) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map W-9C for presentation to City Council;
- (c) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the By-law is to provide for a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District for property located at 1002 West 5th Street.

The effect of the By-law is to permit development of the subject lands for single-family dwellings.

20. For the information of the members of City Council, the Planning and Development Committee has appointed Mr. Alexander Mouriopoulos and Mr. Andy Roberts to serve on the Business Land Use Advisory Board.
21. That leave be granted to introduce the following Bills:
- (a) Bill D-44 A By-law to amend Zoning By-law No. 6593 respecting lands located in the area south of Rymal Road East and east of the proposed extension of Upper Gage Avenue.
 - (b) Bill D-45 A By-law to adopt Official Plan Amendment No. 73 respecting lands located in the area south of Rymal Road West and west of Christie Street, within the Kennedy East Neighbourhood.
 - (c) Bill D-46 A By-law to amend Zoning By-law No. 6593 respecting lands located at Municipal Nos. 1780, 1790, 1796 and 1808 Main Street West.
 - (d) Bill D-47 A By-law to amend Zoning By-law No. 6593 respecting Commercial Uses in Prestige Industrial Districts.
 - (e) Bill D-48 A By-law to amend Zoning By-law No. 6593 respecting lands located on the west side of Upper James Street, in the area south of Stone Church Road West municipally known as No. 1400 Upper James Street.
 - (f) Bill D-49 A By-law to amend Zoning By-law No. 6593 respecting Industrial Uses in Prestige Industrial Districts.
 - (g) Bill D-50 A By-law to adopt Official Plan Amendment No. 54 respecting lands located on the west side of Upper James Street, south of Stone Church Road West.

Respectfully submitted,

ALDERMAN J. SMITH, CHAIRMAN
PLANNING AND DEVELOPMENT COMMITTEE

Susan K. Reeder
Secretary
1989 April 12

COMMERCIAL IMPROVEMENT PROGRAMME BUSINESS

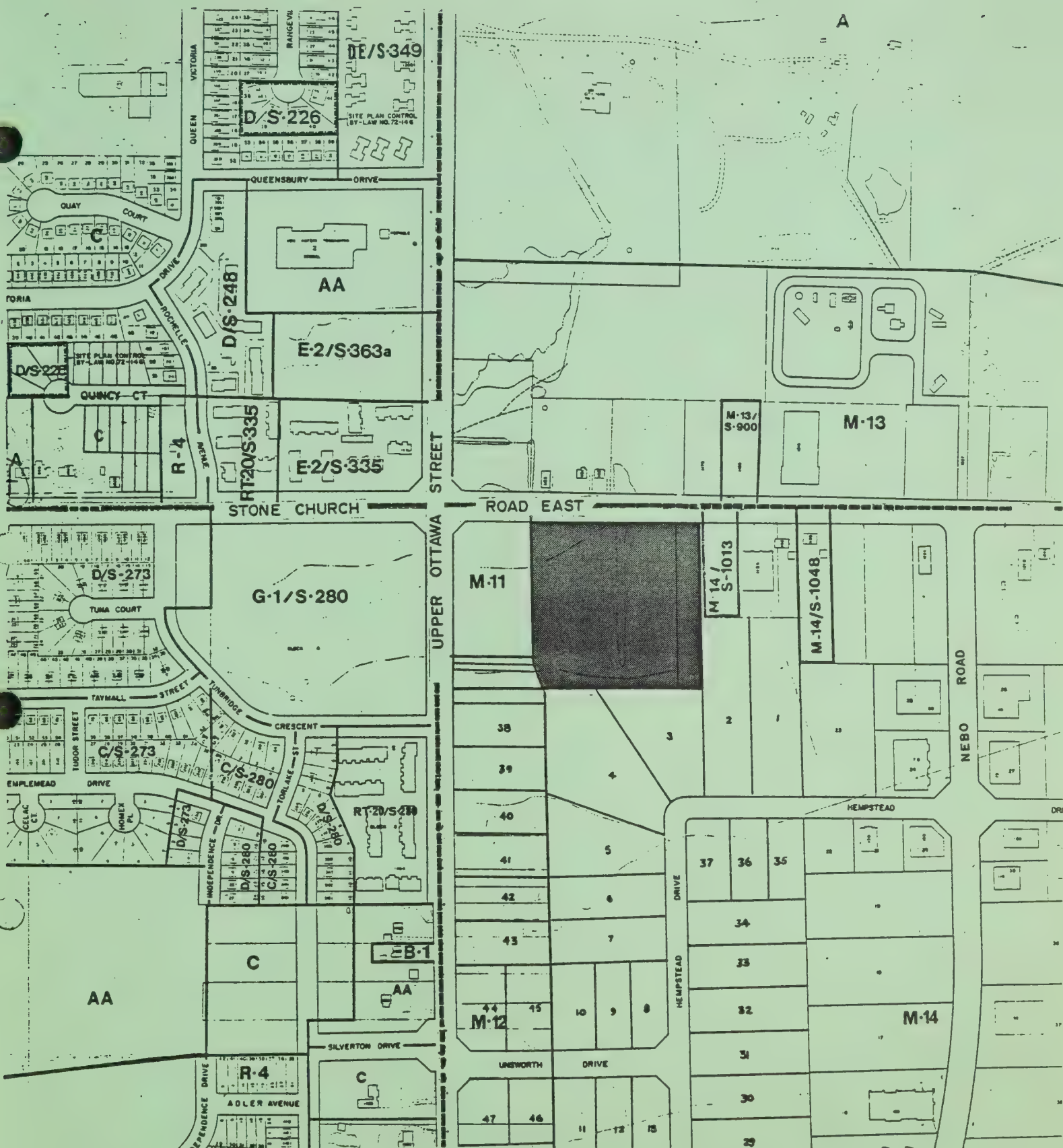
1989

IMPLEMENTATION

<u>B.I.A.</u>	<u>ITEM</u>	<u>COST</u>	<u>(TOTAL)</u>	<u>DATE</u>
Concession Street	93 Flower Pole Banners (double hung on existing poles) - 1988 extra	\$ 25,000.	(25,000)	1989
Downtown Promenade	Benches (Wrought Iron/Maple) (10)	6,200.		1989
	Gazebo	8,500.		1989
	Gazebo Maintenance*	1,030.		1989
	Gazebo Lighting (exterior)	3,200.		1989
	Gazebo Lighting (interior)	1,000.		1989
	Gazebo Lighting Maintenance* (1 year)	250.		1989
			(20,180)	1990
International Village	4 Clock Tower Banners	1,200.		1990
	Street Signs (18)	4,500.		1990
	Street Sign Contingency (9 signs purchased for future use)	1,800.	(7,500)	
Jamesville	Plaque and Stand for Time Capsule	2,025.		1989
	Benches (Wrought Iron) - 2	1,200.		1989
	Pedestrian Walkway to Mulberry Street	14,000.		1989
	Street Signs - 30, Public Parking Lot	7,500.		1990
	Street Sign Contingency (15 signs purchased for future use)	3,000.	(27,725)	
Ottawa Street	Benches (Concrete) - 8	4,000.		1989
				1990
	Trees (with grates) 18	12,600.		1989

	Planters (6)	2,400.		1990
	Planters Maintenance* (1 year)	1,200.		1990 1991
	Street Signs (1988 estimates were insufficient)	5,800.	(26,000)	1990
Westdale Village	19 Banners	5,000.		1990
	Clock Tower	15,000.		1989
	Planters (6)	2,400.		1990
	Planters Maintenance*	<u>1,200.</u>	(23,600)	1990 1991
D.A.P. Banner Maintenance	Approximately 400 Banners (1 year of maintenance)	15,000.	(15,000)	1989- 1990
	SUB-TOTAL	\$145,005.	(145,005)	
	CONTINGENCY (20%)	29,001.		
	ADMINISTRATION (10%)	14,500.		
	TOTAL	\$188,506.		

* All maintenance costs after the first year, should be included in the appropriate departments current budgets. A copy of this report will be forwarded to all of the appropriate standing committees of Council.

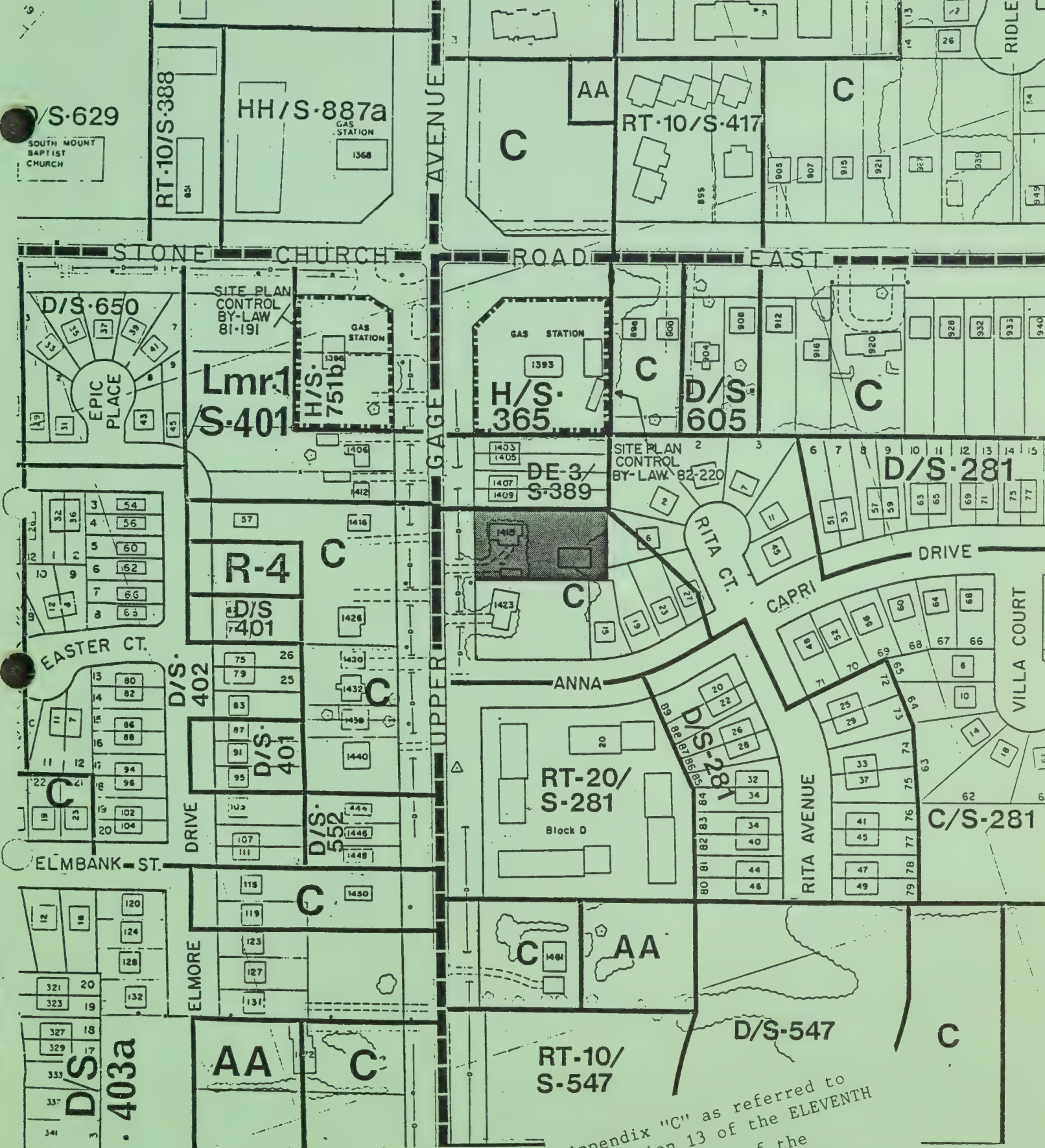


LEGEND



SITE OF THE APPLICATION

Appendix "B" as referred to in Section 12 of the ELEVENTH Report for 1989 of the Planning & Development Committee.

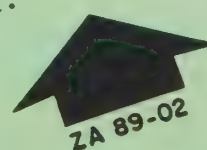


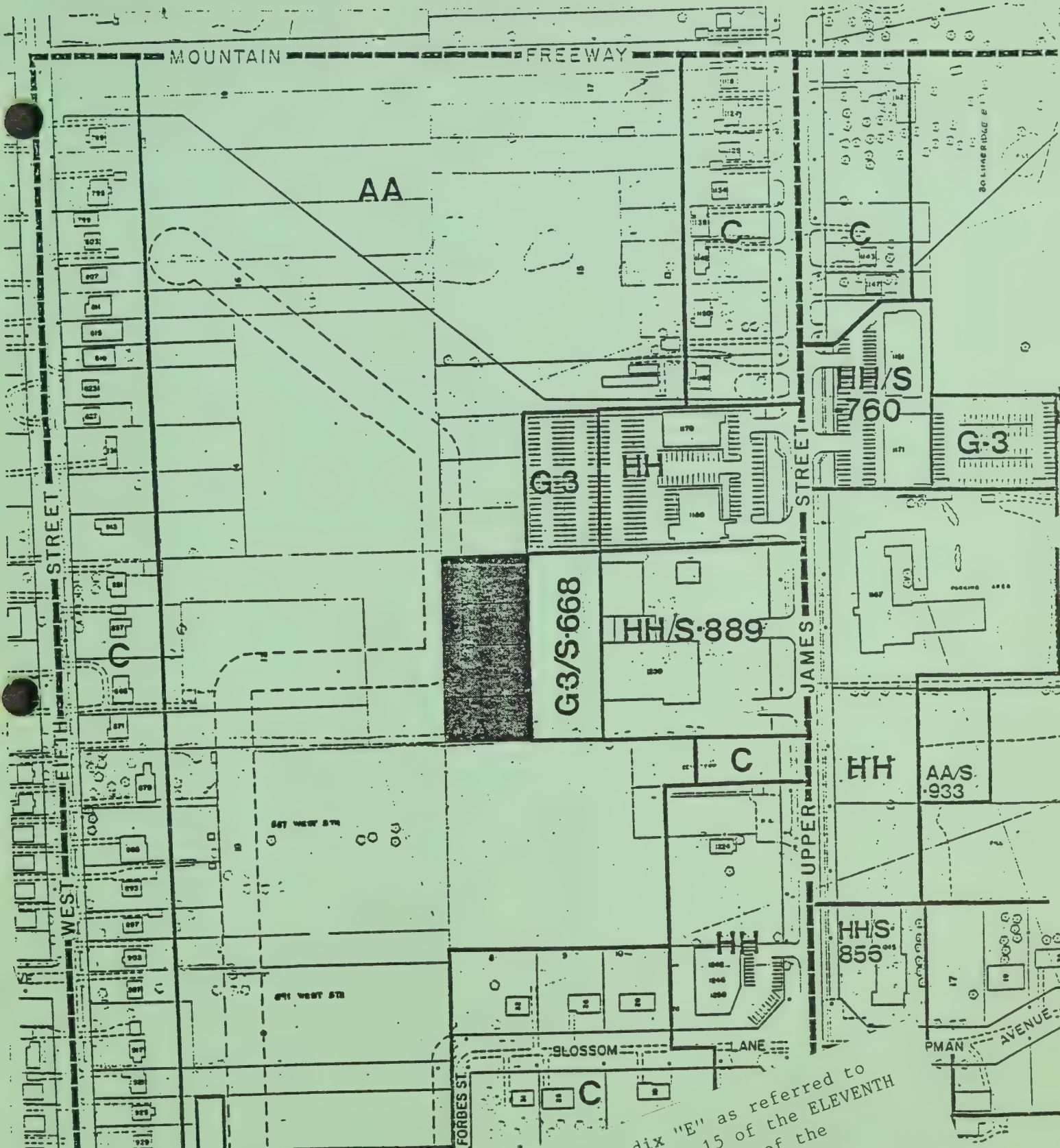
LEGEND



SITE OF THE APPLICATION

Appendix "C" as referred to
in Section 13 of the ELEVENTH
Report for 1989 of the
Planning & Development
Committee.





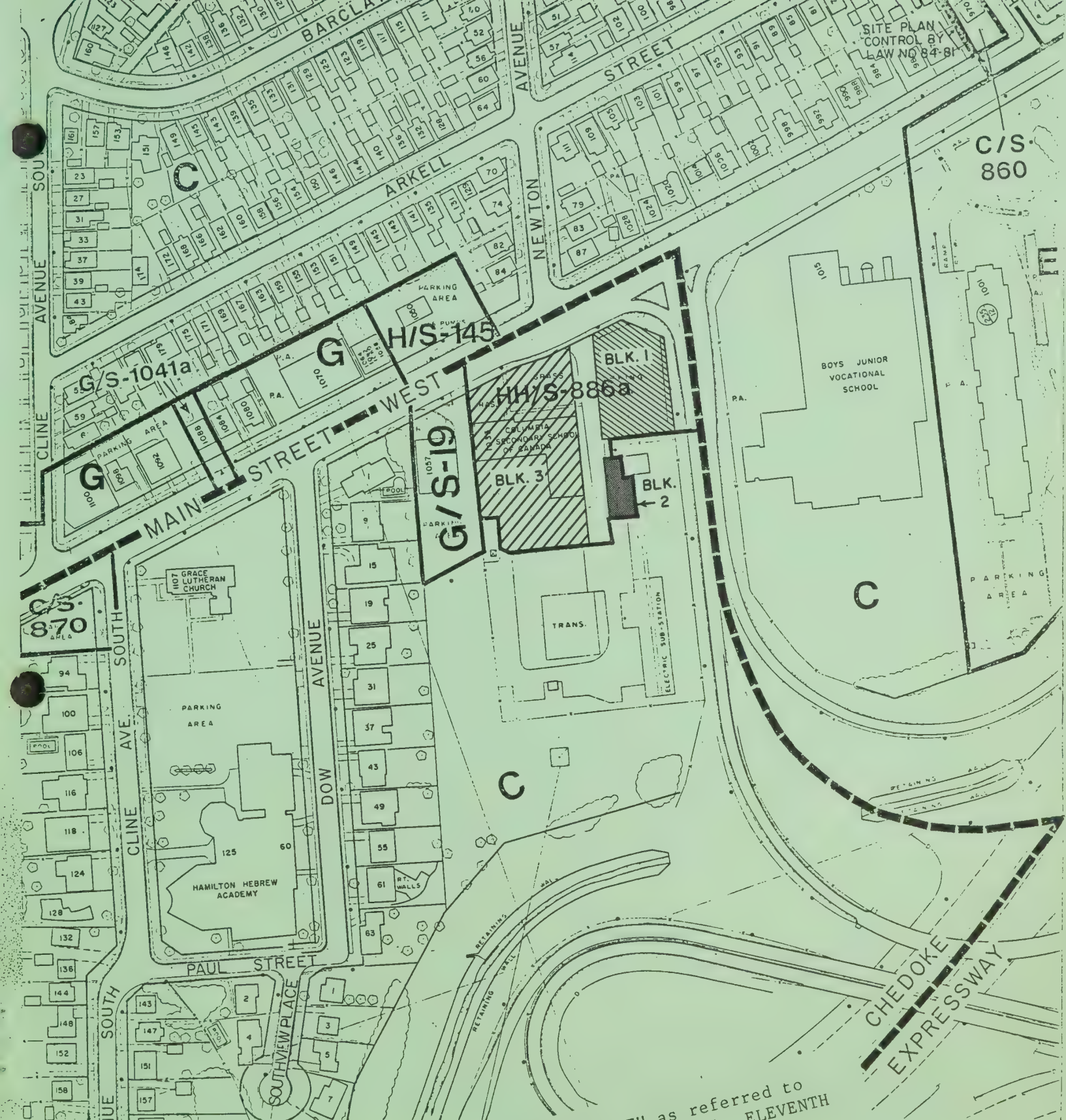
LEGEND

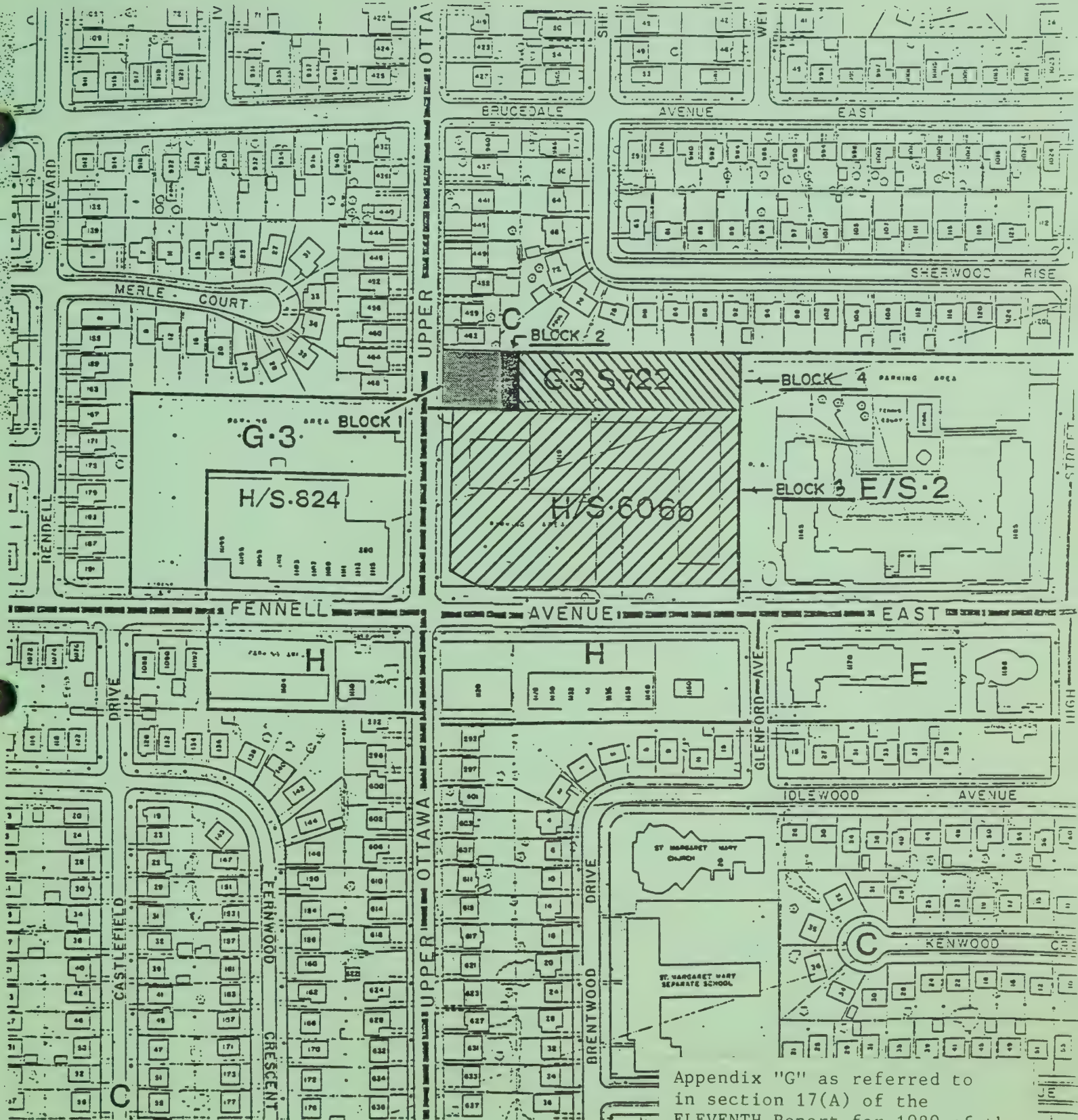


SITE OF THE APPLICATION

Appendix "E" as referred to
in Section 15 of the ELEVENTH
Report for 1989 of the
Planning & Development
Committee.

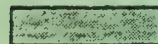






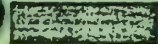
LEGEND

BLOCK 1



CHANGE IN ZONING FROM "C" (URBAN PROTECTED RESIDENTIAL, ETC.) DISTRICT TO "H" (COMMUNITY SHOPPING AND COMMERCIAL, ETC.) DISTRICT, MODIFIED.

BLOCK 2



CHANGE IN ZONING FROM "G-3" (PUBLIC PARKING LOTS) DISTRICT, MODIFIED, TO "H" (COMMUNITY SHOPPING AND COMMERCIAL, ETC.) DISTRICT, MODIFIED.

BLOCK 3



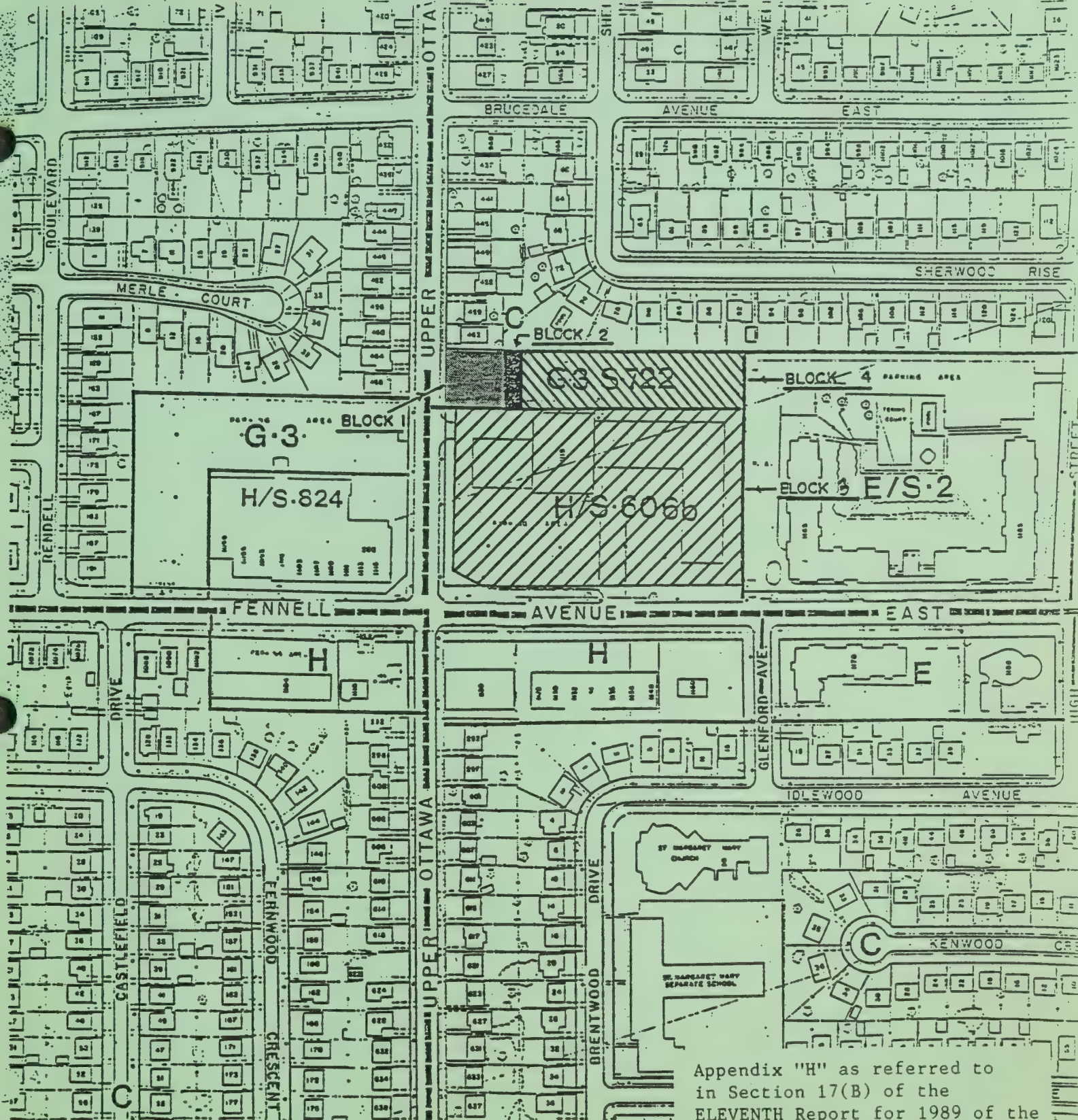
FURTHER MODIFICATION TO THE "H" (COMMUNITY SHOPPING AND COMMERCIAL, ETC.) DISTRICT.



BLOCK 4


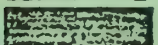
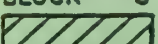

FURTHER MODIFICATION TO THE "G-3" (PUBLIC PARKING LOTS) DISTRICT.

Appendix "C" as referred to in section 17(A) of the ELEVENTH Report for 1989 of the Planning & Development Committee.



Appendix "H" as referred to
in Section 17(B) of the
ELEVENTH Report for 1989 of the
Planning & Development Committee

LEGEND

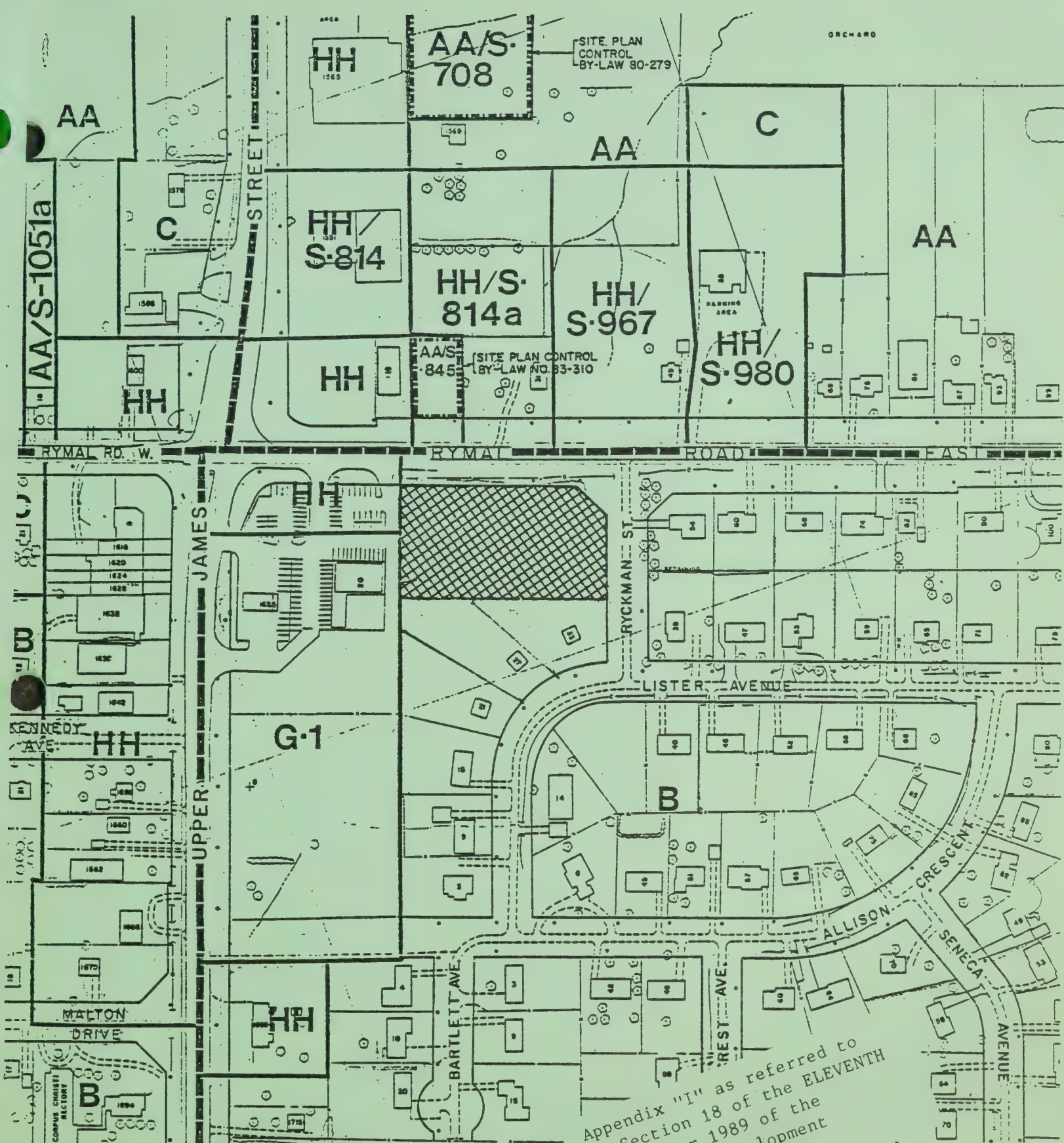
- BLOCK 1

- BLOCK 2

- BLOCK 3

- BLOCK 4


MODIFICATION TO THE "C" (URBAN PROTECTED RESIDENTIAL, ETC.) DISTRICT

CHANGE IN ZONING FROM "G-3" (PUBLIC PARKING LOTS) DISTRICT, MODIFIED, TO "C" (URBAN PROTECTED RESIDENTIAL, ETC.) DISTRICT, MODIFIED

FURTHER MODIFICATION TO THE "H" (COMMUNITY SHOPPING AND COMMERCIAL, ETC.) DISTRICT

FURTHER MODIFICATION TO THE "G-3" (PUBLIC PARKING LOTS) DISTRICT

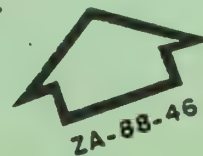


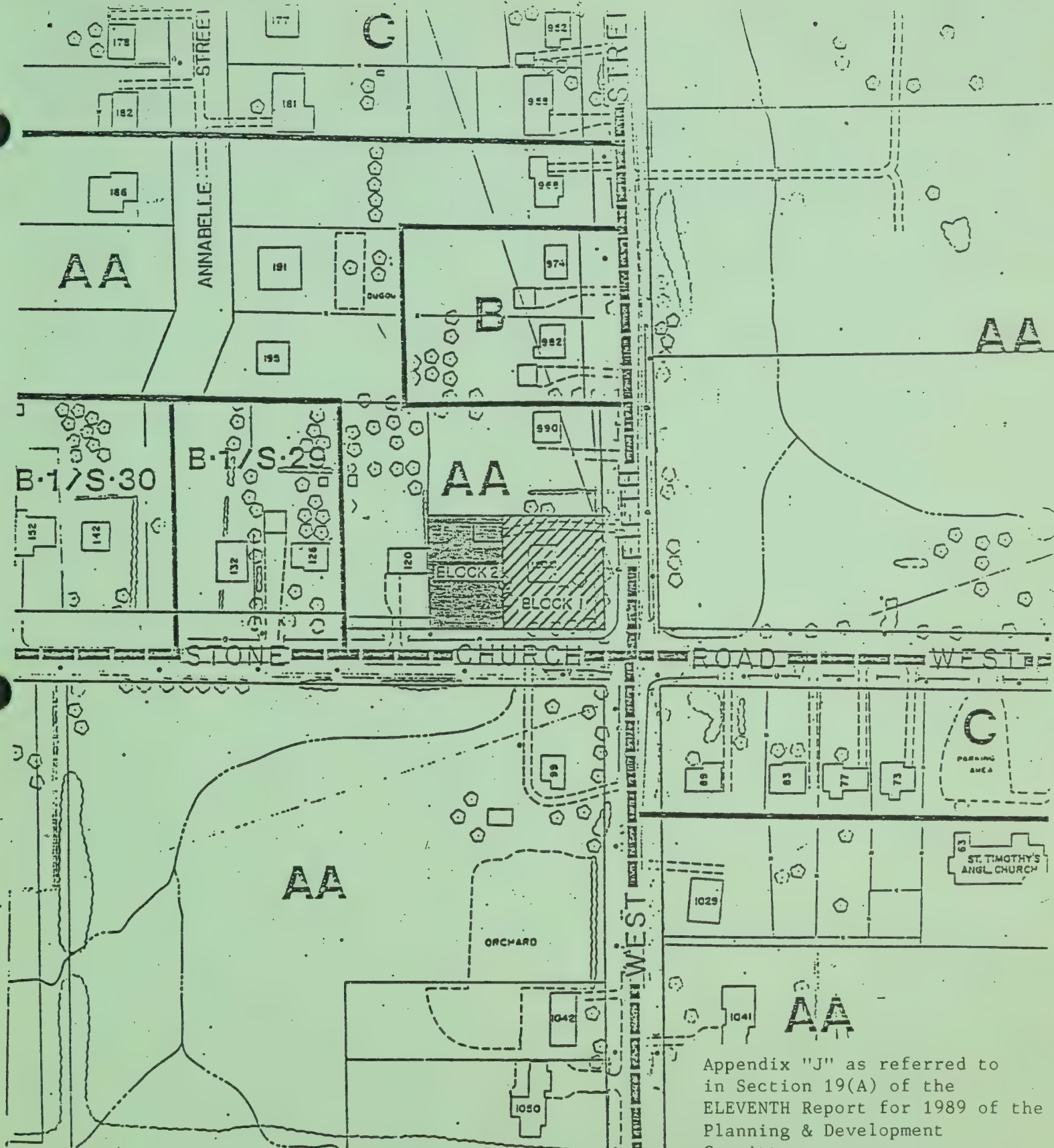
LEGEND



SITE OF THE APPLICATION

Appendix "I" as referred to
in Section 18 of the ELEVENTH
Report for 1989 of the
Planning & Development
Committee.





Legend

Proposed change in zoning from "AA" (Agricultural) District to:



"G-4" (Designed Neighbourhood Shopping Area) District, MODIFIED.



"C" (Urban Protected Residential, etc.) District

Appendix "J" as referred to in Section 19(A) of the ELEVENTH Report for 1989 of the Planning & Development Committee.



REPORT OF THE LEGISLATION COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Legislation Committee presents its EIGHTH Report for 1989 and respectfully recommends:

1. That permission be granted to the Hamilton and District Labour Council to erect a memorial upon the grounds of City Hall at a location west of the existing building near Bay Street in accordance with the Policy to Govern and Regulate the Installation of Commemorative Plaques, Memorials, Monuments, Time Capsules and Trees Upon City Hall Grounds adopted by City Council 1988 September 27.

NOTE: For the information of the members of City Council, the Hamilton and District Labour Council are endeavouring to develop funding for this memorial in the 40 to 50 thousand dollar range. Given the scope of the project, the Hamilton and District Labour Council will be contacting the arts community through the tendering process and will be asking for preliminary drawings etc. These will be reviewed by the Hamilton and District Labour Council as well as Alderman M. Kiss and Alderman D. Drury who have agreed to represent the Legislation Committee on their Selection Committee.

Pursuant to approved policy, the final design and quality of materials to be used will be subject to the approval of the Legislation Committee and City Council.

2. That approval be given for six members of the Hamilton Status of Women Sub-Committee to attend the National Action Committee Annual General Meeting in Ottawa from 1989 May 12 to May 15.

NOTE: Funds provided in Account No. CH55201-82010.

3. (a) That The City of Hamilton host a dinner for fifty (50) participants attending the IPCS (International Programme on Chemical Safety) and IDRC (International Development Research Centre) Global Poisons Information Project meeting to be held in the City of Hamilton during the week of 1989 May 08 at a cost not to exceed \$2 000.

- (b) That this expenditure be charged to Account No. CH55314-84010 - Special Receptions and Dignitaries Hosting.

NOTE: This international meeting will be attended by people from many developed and developing countries throughout the world.

4. (a) That the Canadian Cancer Society, Hamilton Unit be authorized to use the City Hall forecourt and equipment on Sunday, 1989 April 30 from 10:00 o'clock a.m. to 6:00 o'clock p.m. for the Annual Great Ride to Beat Cancer.
- (b) That staff overtime for a Property Maintenance Worker to be available for arrangements associated with this event be approved and charged to Account No. CH55222-10034 - Use of City Hall Facilities and Equipment by Outside Groups.
5. (a) That permission be granted to the Hamilton Black Ribbon Day Committee to use the following facilities on 1989 August 23.
- (i) City Hall forecourt for a public ceremony from 7:00 p.m. to 9:00 p.m.
- (ii) Small portion of the City Hall forecourt for a peaceful 24 hour candlelight vigil from 9:00 o'clock p.m. Tuesday, 1989 August 22 to 9:00 o'clock p.m. Wednesday, 1989 August 23.
- (b) That approval be given to fly the national flags of the following captive nations from 1989 August 22 to August 24.

Poland	Czechoslovakia
Estonia	Hungary
Latvia	Lithuania
Ukraine	Rumania
Slovakia	

- (c) That Mayor Morrow be authorized to proclaim Wednesday, 1989 August 23 as Black Ribbon Day in Hamilton.

6. That the firm of Image Pac Graphics, 730 Islington Avenue, Toronto be authorized to include the City of Hamilton logo in a pin being designed for the 1991 Canadian Curling Championships to be held in the City of Hamilton.
7. (a) That the City of Hamilton purchase an advertisement in a special centennial publication to commemorate the 100th Anniversary of Her Majesty's Army and Navy association in the amount of \$60.
- (b) That this cost be financed from Account No. CH56302-12001, Advertising and Publicity, City Clerk's.
8. That the letter from Richard McFarlane, General Chairman, Canadian Lakehead Grain Elevator Workers Board of Adjustment No. 17 of the Transportation Communications International Union addressed to The Honourable Jean Carbeil, Minister of Labour in which application is made for the establishment of an Industrial Inquiry Commission to investigate and report on the matter of the continuation of the labour dispute and differences existing between the employees in the grain trade and six grain companies, be received.

NOTE: The General Chairman of the above Board is seeking the support of the various cities and towns on the Seaway System to obtain the establishment of an Industrial Inquiry Commission.

9. That the Legislation Committee be granted an extension of sixty (60) days to conduct and complete a general public review of Licencing By-law No. 79-323 (as amended) respecting taxicabs.

NOTE: At its meeting held 1989 January 31, City Council directed the Legislation Committee to conduct and complete a general public review of the taxicab legislation within 90 days (1989 April 30).

The Taxicab Legislation Review Sub-Committee have completed their initial review of the key issues and concerns of the taxi industry and on Thursday, 1989 April 13, tabled a Discussion Paper with the Legislation Committee containing a number of options for legislative changes.

The Legislation Committee directed that a public meeting be held on Monday, 1989 April 24 to receive input from the taxi industry on the options outlined in the Discussion Paper.

The Legislation Committee requires additional time to thoroughly review all submissions received both written and oral in order to report back to City Council with its findings and recommendations.

Respectfully Submitted,

ALDERMAN V. J. AGRO, CHAIRMAN
LEGISLATION COMMITTEE

John Thompson, Secretary
1989 April 13

mjl

REPORT OF THE PERSONNEL COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Personnel Committee presents its **SIXTH** Report for 1989 and respectfully recommends:

1. That the pay grade of the position of General Foreman/Woman (Turf) in the Public Works Department **BE APPROVED** at Salary Grade "L" with a salary range of \$34,886.28 - \$41,081.04.

NOTE: Pay grade assignment accommodated within the existing budget. This position is now graded in the same salary grade as the position of General Foreman/Woman (Beautification), (Cemeteries), (Parks), (Sanitation), and (Trees).

- 2.(a) That the cost of advertising for vacant positions, beyond the amount approved in the 1988 budget be by Offset Funding in the individual departments; and

- (b) That all advertising for vacant positions be funded in this manner in future years.

NOTE: Gapping which occurs when filling a position will allow for this method of financing.

3. That the Appointments to and terminations from Permanent Positions with the Corporation of the City of Hamilton to 1989 April 5th, as attached hereto and marked **APPENDIX "A"**, **BE APPROVED**.

Respectfully submitted,

ALDERMAN B. HINKLEY, CHAIRMAN
PERSONNEL COMMITTEE

Susan K. Reeder
Secretary
1989 April 19

THE CORPORATION OF THE CITY OF HAMILTON
APPOINTMENTS TO PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON HIRED</u>	<u>SALARY SCHEDULE</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Mr. Paul L. Brown	By-Law Enforcement Constable (B-5)	Traffic	Replacing Mr. L. Brown - terminated	\$435.67 to \$509.81	\$435.67 per week (1 of 5)	March 10, 1989
Ms. Helen Groeneveld	Typist Clerk II (E-2)	Treasury	Replacing Ms. L. Cooper - promoted	\$339.51 to \$365.75	\$339.51 per week (1 of 3)	April 03, 1989
Mr. William D. Christensen	By-Law Enforcement Constable (B-5)	Traffic	Replacing Mr. K. Edgar - promoted	\$435.67 to \$509.81	\$435.67 per week (1 of 5)	March 01, 1989
Mr. Michael Cosentino	Traffic Service Foreman/woman (13A)	Traffic	Replacing Mr. F. Pike - deceased	\$26,837.72 to \$31,966.48	\$26,837.72 per annum (1 of 3)	March 13, 1989
Mr. James P. Doyle	Lieutenant (C-7)	Fire	Replacing Mr. Wm. Hildrop - retired	\$44,429.54	\$44,429.54 per annum	March 19, 1989
Mr. Chris W. Firth-Eagland	Development Co-ordinator Public Works (M)		Replacing Mr. K. Christenson - promoted	\$32,604.00 to \$37,364.56	\$33,908.16 per annum (2 of 5)	March 06, 1989
Ms. Nancy Greenwood	Stenographer III (E-3)	Treasury	Replacing Ms. S. Hutcheon - promoted	\$361.95 to \$391.04	\$361.95 per week (1 of 3)	March 06, 1989

Prepared 05 April 1989

Appendix "A" as referred to in Section 3 of the SIXTH Report for 1989 of the Personnel Committee.

THE CORPORATION OF THE CITY OF HAMILTON

APPOINTMENTS TO PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON HIRED</u>	<u>SALARY SCHEDULE</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Mr. Gordon T. Kerr	Manager Central Garage (G)	Central Garage (Division of Public Works)	Additional Staff approved by City Council Sept. 21/88	\$49,884.12 to \$58,795.88	\$58,795.88 per annum (5 of 5)	March 20, 1989
Mr. Robert J. MacDonald	Motor Mechanic (D-17)	Central Garage (Division of Public Works)	Replacing Mr. G. Kudlowich - resigned	\$14,523 to \$14,723	\$14,723 per hour (2 of 2)	March 06, 1989
Mr. Leslie Major	Foreman/woman II (Districts) (12-C)	Public Works	Replacing Mr. B. Mara - retired	\$28,976.48 to \$34,604.96	\$34,604.96 per annum (3 of 3)	March 06, 1989
Mr. Paul Marson	Lieutenant (C-7)	Fire	Replacing Mr. T. McDade - retired	\$44,429.54	\$44,429.54 per annum	March 19, 1989
Mr. Wm. Melnyk	Lieutenant (C-7)	Fire	Replacing Mr. N. Kir - retired	\$44,429.54	\$44,429.54 per annum	March 19, 1989
Ms. Shelly Parry	Clerk Typist III (E-1)	Property	Replacing Ms. G. Keenan - resigned	\$322.63 to \$346.82	\$322.63 per week (1 of 3)	March 28, 1989
Ms. Shirley Strang	Clerk I - Printing & Mailing (A-3)	City Clerk's	Replacing Mr. K. McDonald - promoted	\$394.30 to \$447.93	\$394.30 per week (1 of 4)	March 13, 1989

Prepared 05 April 1989

THE CORPORATION OF THE CITY OF HAMILTON

APPOINTMENTS TO PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON HIRED</u>	<u>SALARY SCHEDULE</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Mr. Michael Verboom	Building Inspector (A-12)	Building	Replacing Mr. B. Agro - resigned	\$588.12 to \$689.97	\$588.12 per week (1 of 4)	March 02, 1989
Mr. Roger Yanke	Foreman/Woman III (Districts) (13-C)	Public Works	Replacing Mr. L. Major - promoted	\$27,837.68 to \$31,969.60	\$27,837.68 per annum (1 of 3)	March 06, 1989

Prepared 05 April 1989

THE CORPORATION OF THE CITY OF HAMILTON
TERMINATIONS FROM PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON</u>	<u>LENGTH OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Ms. Sheila Bolton	Control Room Clerk	Parking Authority	Resigned	3 years, 7 months	March 30, 1989
Mr. I. Dubeckyj	Truck Driver-Litter Containers	Public Works	Retired	15 years	March 31, 1989
Mr. Edmund A. Paris	Supervisor of Central Microfilming	Central Microfilming (Division of Information Systems)	Retired	14 years, 7 months	March 31, 1989
Mr. Rick Galway	Maintenance Assistant	Convention Centre (Division of H.E.C.F.I.)	Resigned	8 months	March 31, 1989
Ms. Sandra McPhee	Control Room Clerk	Parking Authority	Resigned	1 year, 9 months	March 30, 1989
Mr. Noel Miles	Welder	Central Garage (Division of Public Works)	Resigned	3 years, 2 months	March 17, 1989
Mr. Frank Pike	Traffic Service Foreman	Traffic	Deceased	32 years, 7 months	March 10, 1989
Ms. Rosemarie Spagnuolo	Stenographer I	City Solicitor's	Resigned	8 months	March 17, 1989
Mr. C. Villeneuve	Supervisor of Cleaners II	Property Maintenance	Terminated	14 years	March 23, 1989

Prepared 05 April 1989

Report of the Finance Committee

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Finance Committee presents its NINTH Report for 1989 and respectfully recommends:

1. That the Property Maintenance Division of the Property Department be authorized to retain the services of private security personnel at City Hall during the hours of 9:00 a.m. to 5:00 p.m., Monday to Friday, excluding times when the building is closed for business, such as statutory holidays, at a cost of \$16 016 per annum.

NOTE: Sufficient funds are available within the Property Maintenance Division budget to cover this expenditure.

2. That the law firm of Weir and Foulds be authorized to take all necessary steps to appeal the Divisional Court Judgment in the Dofasco Assessment case to the Court of Appeal.

3. That the total award to Anthony Butler, Architect for the Library/Market project, for his claim against the City of Hamilton on various grounds, in the amount of \$205 967.56 at 1989 January 25 plus per diem interest of \$67.72 until payment, as discussed in a 1989 February 15 report from the City Solicitor's Department to the Planning and Development Committee, be financed from the "Reserve for Contingency" Account No. RF59021-25215.

4. That outstanding business taxes in the amount of \$96 900.94, be written-off in accordance with Section 495 of The Municipal Act, R.S.O., 1980, and charged to Account No. CH15401-00001, Tax Write-offs.

NOTE: A copy of the Schedule outlining the tax accounts which are, in the opinion of the Treasurer, uncollectible is available from the Secretary of the Committee upon request.

5. That the Treasurer be authorized to prepare the 1989 levy by-laws for the following Business Improvement Areas in the City of Hamilton for submission to City Council.

<u>Business Improvement Areas</u>	<u>1989 Levy</u>
Barton Street East #1	\$ 6 000
Westdale	\$ 15 000
International Village	\$ 70 835
Jamesville	\$ 29 620
Ottawa Street North	\$ 85 000
Concession Street	\$ 18 750
Downtown Promenade	\$ 198 363

6. (a) That the second set of the existing 1989 General Grant recommendations (amount and category) as outlined in EXHIBIT "A" (columns 4 and 5) with a total recommended grant amount of \$25 020, be approved.

- (b) That these grants be funded from within the appropriate Grant Accounts GR53XXX 200XX.

NOTE: All the applicants outlined in EXHIBIT "A" have been notified of the recommendation and have not requested an appeal.

7. (a) That the second set of appeal recommendations for the 1989 Grants as outlined in EXHIBIT "B" (columns 5 and 6) attached hereto, in the total amount of \$14 890, be approved.

- (b) That these grants be funded from within the appropriate Grants Accounts GR53XXX 200XX.

8. That leave be granted to introduce the following Bills:

- (a) G-2 By-law to Authorize the Levy of a Special Charge in Respect of Barton Street East #1 Improvement Area Generally Covering Both Sides of Barton Street from the West Side of Wellington Street to the East Side of Wentworth Street.
- (b) G-3 By-law to Authorize the Levy of a Special Charge in Respect of the Westdale Business Improvement Area Generally Covering King Street West Between the Area of the Intersection of Cline Avenue and King Street West and Extending to an Area West of Newton Avenue and Sterling Street.

- (c) G-4 By-law to Authorize the Levy of a Special Charge in Respect of the International Village Business Improvement Area Generally Covering Both Sides of King Street East Between Mary Street and Wellington Street North.
- (d) G-5 By-law to Authorize the Levy of a Special Charge in Respect of the Jamesville Business Improvement Area Generally Comprised of Lands on the East and West Sides of James Street North Between the Railway Tracks on the North and King William Street on the South.
- (e) G-6 By-law to Authorize the Levy of a Special Charge in Respect of the Ottawa Street North Business Improvement Area Generally Covering Ottawa Street North Between Main Street East and Extending to An Area North of Barton Street East.
- (f) G-7 By-law to Authorize the Levy of a Special Charge in Respect of the Concession Street Business Improvement Area Generally Comprised Lands Covering Concession Street Between 18th Street and East.
- (g) G-8 By-law to Levy the Special Charges 1989 for the Improvement Area in the Area Between King William Street, Mary Street, Main Street East and James Street, Designated by By-law 82-151.

Respectfully Submitted,

ALDERMAN W. M. McCULLOCH, CHAIRMAN
FINANCE COMMITTEE

John Thompson, Secretary
1989 April 18

mjl

19-Apr-89

EXHIBIT A

City of Hamilton
Treasury

GRANTS - REQUESTS FOR 1989 BY CATEGORY

Description (1)	1988 Grant (2)	1989 Request (3)	Finance Recommendation	
			Amount (4)	Category (5)
Category 01				
Hamilton Cardinals Baseball Club	10,000	8,000	8,000	2
Hamilton & District Chrysanthemum Soc.	400	700	400	2
Hamilton & District Baseball Association	2,620	12,000	2,620	2
Mount Hamilton Horticultural Society	320	320	320	2
West Hamilton Youth Soccer Club	500	5,800	Nil	N/A
Royal Hamilton Light Infantry Museum	5,000	6,000	4,000	4
Toy Town Troupers	3,140	20,000	3,280	1
Category 02				
Ontario Blind Golfers' Assoc. - Hamilton	1,750	2,000	2,000	2
Hamilton Concert Band	3,500	8,210	3,500	2
Enviromentalist of the Year Committee	900	1,230	900	2
	28,130	64,260	25,020	

KEY FOR GRANT CATEGORY

- C = Committed
- 1 = Traditional (Allows for 4.5% Increase)
- 2 = Fixed
- 3 = Sunset by Percentage
- 4 = Sunset by Amount

20-Apr-89

EXHIBIT B

City of Hamilton
Treasury

1989 GRANT APPEALS

Applicant (1)	1989 Grant Type (2)	1989 Grant Request (3)	Original Recommended Amount (4)	Recommendation on Appeal	
				Amount (5)	Category (*) (6)
1. Hamilton Pontiacs Ladies Softball Team	General	1,090	Nil	1,090	1
2. Transway Basketball Club	General	4,000	Nil	2,090	2
3. Theatre Terra Nova	General	5,000	3,660	3,660	1
4. Hamilton & District Soccer Association	General	850	Nil	850	1
5. Hamilton Children's Choir	General	700	Nil	700	2
6. Hamilton Ladies Slo-Pitch	Con/Rec	7,000	1,500	1,500	C/R
7. Veteran's Society of Hamilton	Con/Rec	10,000	1,500	5,000	C/R
		28,640	6,660	14,890	

EXHIBIT "B" as referred to in
Section 7 of the
NINTH Report of the
Finance Committee

(*)

KEY

1 = Traditional Grants (Allows for 4.5% Increase)

2 = Fixed

C/R = Convention/Reception

REPORT OF THE INFORMATION SYSTEMS COMMITTEE

The Information Systems Committee met at 9:30 o'clock a.m. on Thursday, 1989 April 20 in the Committee Room, 15th Floor, Regional Offices.

Present: Chairman (Councillor) J. Gallagher
Mr. R. Whynott, Regional Chairman
Councillor S. Sloat
Councillor M. Kiss
Councillor G. Copps

Absent with Regrets: Councillor S. Napper

Members of Council:

The Information Systems Committee presents Report 4-89.

Your Committee recommends:

1. (a) That the existing lease between the City of Hamilton (current expiry 1990 June 30) and Scott Computer Leasing of Mississauga be amended to provide for the upgrading:
 - (i) from the IBM 4381 CPU (Central Processing Unit) Model Q13 to Model S92 effective 1989 July 01 at a cost of \$25 005 per month and the lease term be extended from 1990 June 30 to 1991 September 30.
 - (ii) from the IBM 3880 Disk Communications controller to an IBM 3990 Model G03 effective 1989 July 01 for 60 months at a cost of \$4 760 per month.
- (b) That the leasing agreement amendments be in a form satisfactory to the Solicitor of the City of Hamilton. (The City of Hamilton is the Lessee.)
- (c) That these recommendations be forwarded to Regional Council for information.

NOTE: Funds have been provided for in Account No. CH56605-26020
(leasing).

Agenda Item #2

Respectfully Submitted,

J. Gallagher, Chairman
Information Systems Committee

John Thompson, Secretary
1989 April 20

FOR THE INFORMATION OF COUNCIL

- (a) The minutes of 1989 March 23 of the Information Systems Committee were received and adopted as presented.

Agenda Item #1

- (b) Computer Workstation Furniture Project

The Committee agreed to recommend to the City of Hamilton Co-ordinating Committee that this project be proceeded with as provided for in the 1989 - 1992 Capital Budget and that the recommendations outlined in the report of the Director of Information Systems dated 1989 April 09 be referred to Regional Council for information..

Agenda Item #3

NOTICE OF MOTION

NOTICE OF MOTION

Alderman D. Ross gave notice that he would move the following Notice of Motion at the next regularly scheduled meeting of City Council.

RESOLVED:

1. That any new staff hired by the City be encouraged to move/live in Hamilton.
2. That where the City is paying for the relocation of a new staff member, that we will only pay for the move if they relocate to Hamilton.

BY-LAW NO. 89 -

TO CONFIRM PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE CITY OF
HAMILTON AT ITS MEETING HELD ON THE 25th DAY OF APRIL A.D., 1989.

WHEREAS by Section 19 of The Municipal Act, being Chapter 302 of the Revised Statutes of Ontario, 1980, the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS by Sub-section 1 of Section 103 of The Municipal Act, being Chapter 302 of the Revised Statutes of Ontario 1980, the powers of every Council are to be exercised by by-law.

AND WHEREAS it is deemed expedient that the proceedings of the Council of The Corporation of the City of Hamilton at this meeting be confirmed and adopted by by-law.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:-

1. The action of The Council of The Corporation of the City of Hamilton in respect to each recommendation contained in the Reports of the Committees and of the local Boards and Commissions and each motion and resolution passed and other action taken by the Council of The Corporation of the City of Hamilton at this meeting is hereby adopted and confirmed as if all such proceedings were expressly in this By-law.
2. The Mayor and the proper officials of The Corporation of the City of Hamilton are hereby authorized and directed to do all things necessary to give effect to the action of the Council of The Corporation of the City of Hamilton referred to in the preceding section hereof.
3. The Mayor, or in the absence of the Mayor, the Acting Mayor, and the City Clerk, or in the absence of the City Clerk, the Deputy City Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the seal of The Corporation of the City of Hamilton.

PASSED this

day of

A.D. 1989

CITY CLERK

1

ACTING MAYOR

THE CORPORATION OF THE CITY OF HAMILTON

BY-LAW NO. 89-

TO INCORPORATE PART 2, PLAN 62R-8403
INTO GREENGUILD AVENUE

WHEREAS the Council of The Corporation of the City of Hamilton is empowered under Section 298 of The Municipal Act, R.S.O. 1980, Chapter 302 and amendments thereto, to establish and lay out, widen, alter, divert, stop-up, lease or sell any highway or part of a highway.

AND WHEREAS the Council of The Corporation of the City of Hamilton deems it expedient to alter a portion of the highway known as Greenguild Avenue by incorporating within its limits the lands described in Schedule "A" hereto;

AND WHEREAS the said lands are owned by The Corporation of the City of Hamilton.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. The lands described in Schedule "A" appended hereto are hereby established and laid out as a public highway to form part of Greenguild Avenue.
2. The Commissioner of Regional Engineering or his duly authorized agent is hereby authorized to open as public highway the said lands.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 6 R.T.E.C. 6(b), March 14

SCHEDULE 'A'

Part of Parcel 54-23
Section Anc. 3(c)
Part of Lot 55, Concession 3,
geographic Township of Ancaster,
designated as Part 2 on Plan 62R-8403
City of Hamilton
Regional Municipality of Hamilton-Wentworth
being part of the Parcel.

THE CORPORATION OF THE CITY OF HAMILTON

BY-LAW NO. 89-

TO INCORPORATE PART 4. PLAN 62R-6969
INTO TEMPLEMEAD DRIVE

WHEREAS the Council of The Corporation of the City of Hamilton is empowered under Section 298 of The Municipal Act, R.S.O. 1980, Chapter 302 and amendments thereto, to establish and lay out, widen, alter, divert, stop-up, lease or sell any highway or part of a highway.

AND WHEREAS the Council of The Corporation of the City of Hamilton deems it expedient to alter a portion of the highway known as Templemead Drive by incorporating within its limits the lands described in Schedule "A" hereto;

AND WHEREAS the said lands are owned by The Corporation of the City of Hamilton.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. The lands described in Schedule "A" appended hereto are hereby established and laid out as a public highway to form part of Templemead Drive.
2. The Commissioner of Regional Engineering or his duly authorized agent is hereby authorized to open as public highway the said lands.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 7 R.T.E.C. 2(c), March 28

SCHEDULE 'A'

Part of Lot 5, Concession 8,
geographic Township of Barton,
designated as Part 4 on Plan 62R-6969
City of Hamilton
Regional Municipality of Hamilton-Wentworth

THE CORPORATION OF THE CITY OF HAMILTON

BY-LAW NO. 89-

TO INCORPORATE PART 2, PLAN 62R-6969
INTO INDEPENDENCE DRIVE

WHEREAS the Council of The Corporation of the City of Hamilton is empowered under Section 298 of The Municipal Act, R.S.O. 1980, Chapter 302 and amendments thereto, to establish and lay out, widen, alter, divert, stop-up, lease or sell any highway or part of a highway.

AND WHEREAS the Council of The Corporation of the City of Hamilton deems it expedient to alter a portion of the highway known as Independence Drive by incorporating within its limits the lands described in Schedule "A" hereto;

AND WHEREAS the said lands are owned by The Corporation of the City of Hamilton.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. The lands described in Schedule "A" appended hereto are hereby established and laid out as a public highway to form part of Independence Drive.
2. The Commissioner of Regional Engineering or his duly authorized agent is hereby authorized to open as public highway the said lands.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 7 R.T.E.C. 2(a), March 28

SCHEDULE 'A'

Part of Lot 5, Concession 8,
geographic Township of Barton,
designated as Part 2 on Plan 62R-6989
City of Hamilton
Regional Municipality of Hamilton-Wentworth

THE CORPORATION OF THE CITY OF HAMILTON

BY-LAW NO. 89-

TO INCORPORATE BLOCK 44, PLAN 62M-495
INTO MARISA COURT

WHEREAS the Council of The Corporation of the City of Hamilton is empowered under Section 298 of The Municipal Act, R.S.O. 1980, Chapter 302 and amendments thereto, to establish and lay out, widen, alter, divert, stop-up, lease or sell any highway or part of a highway.

AND WHEREAS the Council of The Corporation of the City of Hamilton deems it expedient to alter a portion of the highway known as Marisa Court by incorporating within its limits the lands described in Schedule "A" hereto;

AND WHEREAS the said lands are owned by The Corporation of the City of Hamilton.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. The lands described in Schedule "A" appended hereto are hereby established and laid out as a public highway to form part of Marisa Court.

2. The Commissioner of Regional Engineering or his duly authorized agent is hereby authorized to open as public highway the said lands.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 7 R.T.E.C. 2(b), March 28

SCHEDULE 'A'

Part of Parcel Reserves -1, Section M-495

All of Block 44, Plan 62M-495

City of Hamilton

Regional Municipality of Hamilton-Wentworth
being part of the Parcel.

THE CORPORATION OF THE CITY OF HAMILTON

BY-LAW NO. 89-

TO INCORPORATE BLOCK 56, PLAN 62M-377
INTO GREENCEDAR DRIVE

WHEREAS the Council of The Corporation of the City of Hamilton is empowered under Section 298 of The Municipal Act, R.S.O. 1980, Chapter 302 and amendments thereto, to establish and lay out, widen, alter, divert, stop-up, lease or sell any highway or part of a highway.

AND WHEREAS the Council of The Corporation of the City of Hamilton deems it expedient to alter a portion of the highway known as Greencedar Drive by incorporating within its limits the lands described in Schedule "A" hereto;

AND WHEREAS the said lands are owned by The Corporation of the City of Hamilton.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. The lands described in Schedule "A" appended hereto are hereby established and laid out as a public highway to form part of Greencedar Drive.
2. The Commissioner of Regional Engineering or his duly authorized agent is hereby authorized to open as public highway the said lands.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 6 R.T.E.C. 6(a), March 14

SCHEDULE 'A'

Parcel Block 56-1

Section 62M-377

City of Hamilton

Regional Municipality of Hamilton-Wentworth

being the whole Parcel.

BY-LAW NO. 89 -

TO AMEND BY-LAW NO. 89-72 TO REGULATE TRAFFIC

THE COUNCIL OF THE CORPORATION OF THE CITY OF HAMILTON ENACTS AS FOLLOWS:

TRAFFIC

1. Schedule 25B (Parking Time Limits) of By-law 89-72 To Regulate Traffic passed on the 28th day of February 1989 is hereby amended by adding to Section 4 (One Hour Limit) the following items, namely:-

"London	Both	Main to Dunsmure
Greig	West	Barton to Little Greig
Greig	East	commencing at a point 283 feet south of Barton to a point 92 feet southerly therefrom".

2. Schedule 26 (No Parking Areas) is hereby amended by adding to Section A (No Parking Anytime) is the following items, namely:-

"Summerlea	North	Regency to 108 feet west
Lisgar	West	Summerlea to 96 feet south".

3. Schedule 34 (Sticker Permit Parking) is hereby amended by adding thereto the following items, namely:-

"Roseland	North	commencing 32 feet west of the east end to a point 22 feet westerly therefrom	Anytime
Ray	West	commencing 25 feet south of Hunter to a point 19 feet southerly therefrom	Anytime".

PASSED THIS DAY OF , A.D. 198 .

CITY CLERK

MAYOR

BY-LAW NO. 89 -

TO AMEND BY-LAW NO. 89-72 TO REGULATE TRAFFIC

THE COUNCIL OF THE CORPORATION OF THE CITY OF HAMILTON ENACTS AS FOLLOWS:

TRAFFIC

1. Schedule 2 (Lower Speed on Certain Highways) of By-law 89-72 To Regulate Traffic passed on the 28th day of February 1989 is hereby amended by deleting therefrom the following item, namely:-

"Mount Albion	1000 ft. north of Mud	1000 ft. south . 40". of Greenhill
---------------	-----------------------	---------------------------------------

2. Schedule 10 (Stops at Intersections) is hereby amended by adding thereto the following items, namely:-

"Swan	Westbound	Highridge
Highridge	Northbound and Southbound	Rox
East 21st.	Northbound	MacLennan
Tragina	Northbound and Southbound	Roxborough
Roxborough	Eastbound and Westbound	Weir
Dunsmure	Eastbound and Westbound	Tragina".

3. Schedule 35 (Wheelchair Loading Zones) is hereby amended by adding thereto the following item, namely:-

"Gertrude	North	28 feet	587 feet west of	8:00 a.m. to 6:00 p.m.
			Depew	Monday to Friday".

PASSED THIS DAY OF , A.D. 198 .

CITY CLERK

MAYOR

The Corporation of the City of Hamilton

BY-LAW NO. 88-

To Adopt:

Official Plan Amendment No. 54

Respecting:

LANDS LOCATED ON THE WEST SIDE OF UPPER JAMES STREET,
SOUTH OF STONE CHURCH ROAD WEST

The Council of The Corporation of the City of
Hamilton enacts as follows:

1. Amendment No. 54 to the Official Plan of the
Hamilton Planning Area consisting of Schedule 1, hereto
annexed and forming part of this by-law, is hereby adopted.
2. It is hereby authorized and directed that such
approval of the Official Plan Amendment referred to in
section 1 above, as may be requisite, be obtained and for
the doing of all things for the purpose thereof.

PASSED this day of A.D. 1988.

City Clerk

Mayor

AMENDMENT NO. 54

TO THE

CITY OF HAMILTON OFFICIAL PLAN

The following text together with the Attached Schedules "A" and "B" constitute Official Plan Amendment No. 54.

PURPOSE

The purpose of this Amendment is to redesignate the subject lands from "Residential" to "Commercial", and to extend the boundaries of Special Policy Area 31 to provide for the development of a home improvement centre, nursery/craft store and additional retail commercial uses.

LOCATION

The lands affected by this Amendment are located on the west side of Upper James Street South of Stone Church Rd.

BASIS

The proposed development can be supported on the basis it:

- is compatible with the existing and proposed development along this portion of Upper James Street; and,
- is consistent with the Upper James Street Corridor Urban Design Guidelines.

ACTUAL CHANGES

1. Schedule "A" - Land Use Concept be revised by redesignating the subject lands from "RESIDENTIAL" to "COMMERCIAL", as shown on the attached Schedule "A" of this Amendment.
2. Schedule "B" - Special Policy Areas be revised by extending the boundaries of Special Policy Area 31 to include the subject lands, as shown on the attached Schedule "B" of this Amendment.

IMPLEMENTATION

A Zoning By-law will implement this Official Plan Amendment.

This is Schedule 1 to By-law No. 88- , passed on the day of , 1988.

schedule A amendment no. 54

to the
official plan
for the
city of hamilton

legend

area to be changed from
residential to commercial

date	drawn by	reference file no.
88 02 15	D.W.	P8 - 2 - 54

DEFERRED NO D-6
UNDER SECTION 14(3) OF
THE PLANNING ACT

Lake Ontario



land use concept

legend

- residential
- commercial
- industrial
- open space
- major institutional
- utilities
- central core area
- sub regional centre
- street frontage
- sub regional centre

schedule A
to the official plan
for
the city of hamilton
1987 06 23

schedule B amendment no. 54

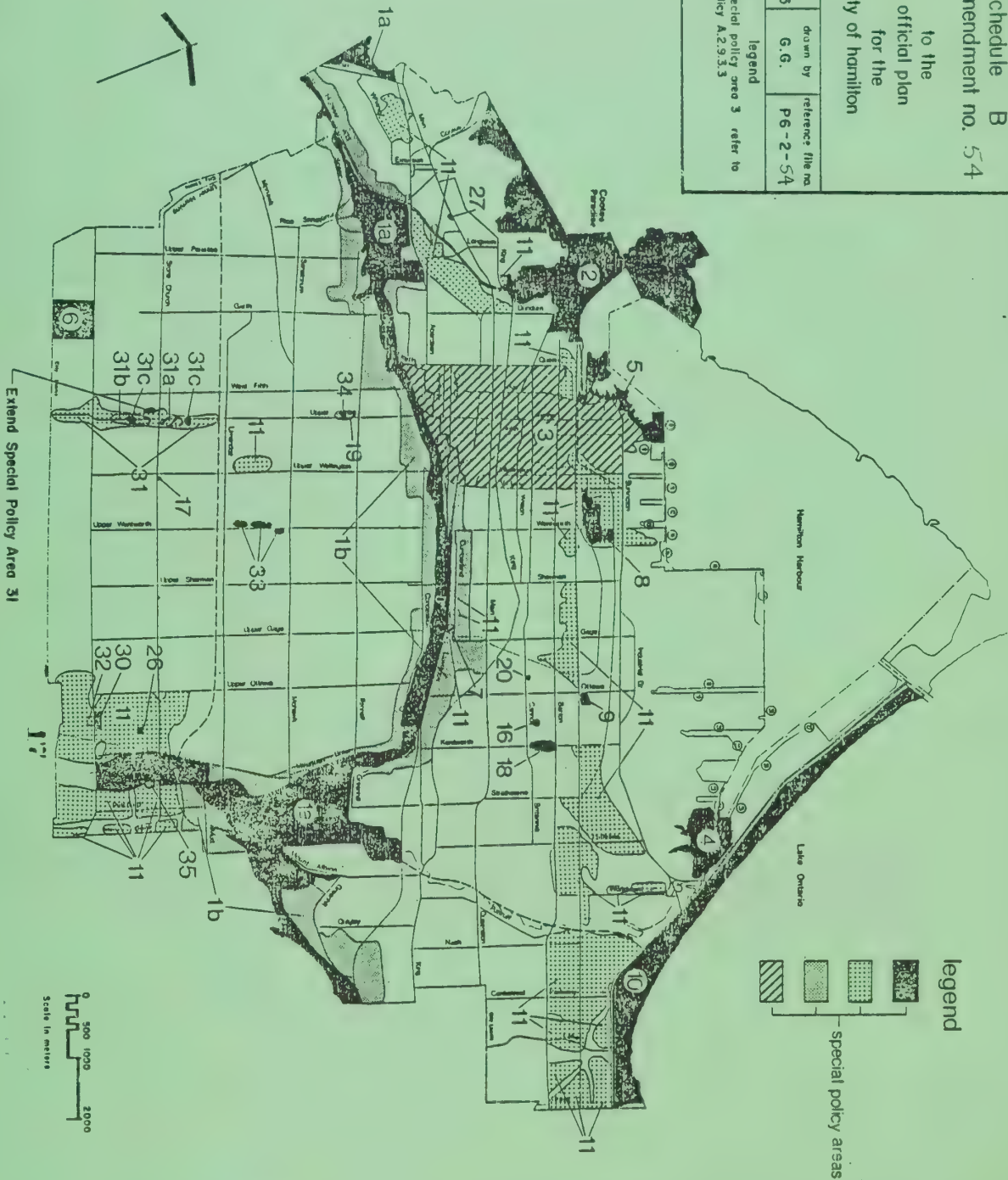
to the
official plan
for the
city of hamilton

date
88-01-05

drawn by
G. G.

reference file no.
P6-2-54

legend
Special policy area 3 refer to
policy A.2.9.3.3



legend

special policy areas

special policy
areas

Area 1(a) refer to Subsection A.2.9.1.	
Area 1(b) " " " " A.2.9.1.	
Area 2 " " " " A.2.9.2	
Area 3 " " " " A.2.9.3.	
Area 4 " " " " Policy A.2.9.3.1.	
Area 5 " " " " Policy A.2.9.3.2.	
Area 6 " " " " A.2.9.3.3.	
Area 7 " " " " A.2.9.3.4.	
Area 8 " " " " A.2.9.3.5.	
Area 9 " " " " A.2.9.3.6.	
Area 10 " " " " A.2.9.3.7.	
Area 11 " " " " A.2.9.3.8.	
Area 12 " " " " A.2.9.3.9.	
Area 13 " " " " A.2.9.3.10.	
Area 14 " " " " A.2.9.3.11.	
Area 15 " " " " A.2.9.3.12.	
Area 16 " " " " A.2.9.3.13.	
Area 17 " " " " A.2.9.3.14.	
Area 18 " " " " A.2.9.3.15.	
Area 19 " " " " A.2.9.3.16.	
Area 20 " " " " A.2.9.3.17.	
Area 21 " " " " A.2.9.3.18.	
Area 22 " " " " A.2.9.3.19.	
Area 23 " " " " A.2.9.3.20.	
Area 24 " " " " A.2.9.3.21.	
Area 25 " " " " A.2.9.3.22.	
Area 26 " " " " A.2.9.3.23.	
Area 27 " " " " A.2.9.3.24.	
Area 28 " " " " A.2.9.3.25.	
Area 29 " " " " A.2.9.3.26.	
Area 30 " " " " A.2.9.3.27.	
Area 31(a) " " " " A.2.9.3.28.	
Area 31(b) " " " " A.2.9.3.29.	
Area 31(c) " " " " A.2.9.3.30.	
Area 32 " " " " A.2.9.3.31.	
Area 33 " " " " A.2.9.3.32.	
Area 34 " " " " A.2.9.3.33.	
Area 35 " " " " A.2.9.3.34.	

Refer to Schedule B-1 for Special
Policy Areas in the Downtown

schedule B
to the official plan
for
the city of hamilton

April 1987

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

Zoning By-law No. 6593

Respecting:

LANDS LOCATED IN THE AREA SOUTH OF RYMAL ROAD EAST
AND EAST OF THE PROPOSED EXTENSION OF UPPER GAGE AVENUE

WHEREAS it is intended to change the zoning of the lands hereinafter referred to by amending By-law No. 6593, passed on the 25th day of July, 1950 and approved by the Ontario Municipal Board by Order dated the 7th day of December, 1951, (File No. P.F.C. 3821);

AND WHEREAS this by-law is in conformity with the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1 Sheet No. E-49E of the District Maps, appended to and forming part of By-law No. 6593, is amended,

- (a) by changing from "AA" (Agricultural) District to "R-4" (Small Lot Single-Family Detached) District, the land comprised in Block 1; and
- (b) by changing from "C" (Urban Protected Residential, etc.) District to "R-4" (Small Lot Single-Family Detached) District, the land comprised in Block 2,

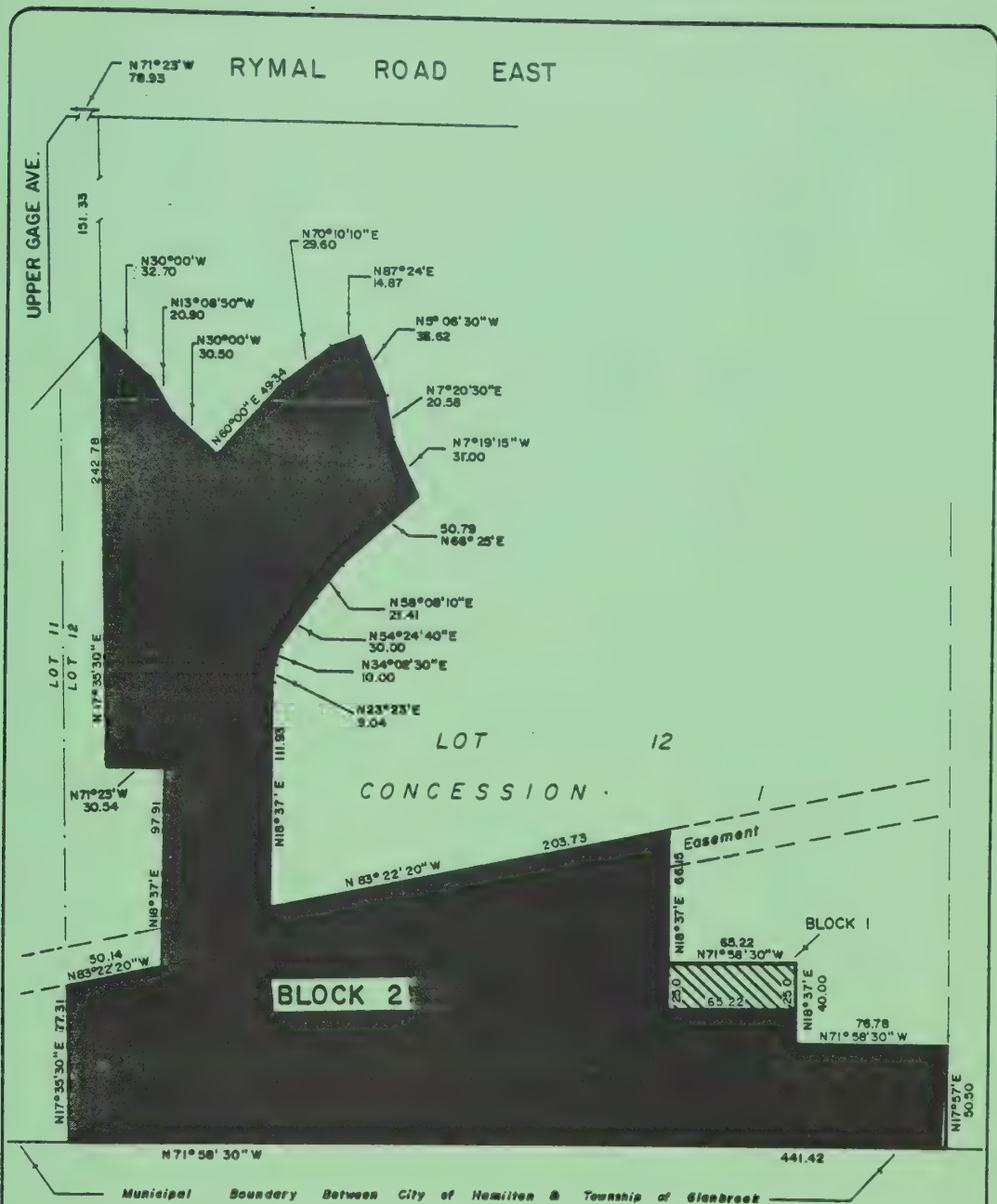
the land, the extent and boundaries of each of which Blocks 1 and 2 are shown on a plan hereto annexed as Schedule "A".

2. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

City Clerk

Mayor



NOTE: All dimensions are in metres

This is Schedule "A" to By-Law No. 89-.....
Passed the day of, 1989.

Clerk

Mayor

City of Hamilton

Schedule A

Map Forming Part of
By-Law No. 89-.....

to Amend By-Law No. 6593

Regional Municipality of Hamilton-Wentworth
Planning and Development Department

Legend

Change in zoning from:



"AA" (Agricultural) District to "R-4" (Small
Lot Single-Family Detached) District.

"C" (Urban Protected Residential, etc) District
to "R-4" (Small Lot Single Family Detached) District.

North



Scale
NOT TO SCALE

Reference File No.
ZA 88 - 104

Date
MAR., 1989

Drawn By
R.J.M.

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Adopt:

Official Plan Amendment No. 73

Respecting:

LANDS LOCATED IN THE AREA SOUTH OF RYMAL ROAD WEST
AND WEST OF CHRISTIE STREET, WITHIN THE KENNEDY EAST NEIGHBOURHOOD

The Council of The Corporation of the City of Hamilton
enacts as follows:

1. Amendment No. 73 to the Official Plan of the Hamilton
Planning Area consisting of Schedule 1, hereto annexed and
forming part of this by-law, is hereby adopted.

2. It is hereby authorized and directed that such approval
of the Official Plan Amendment referred to in section 1 above, as
may be requisite, be obtained and for the doing of all things for
the purpose thereof.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 9 R.P.D.C. 4(a), April 11
Wardpark Developments Inc., Owner
ZA-88-122

AMENDMENT NO. 73
TO THE
CITY OF HAMILTON OFFICIAL PLAN

The following text together with Schedule "A", attached hereto, constitutes Official Plan Amendment No. 73.

PURPOSE

The purpose of this Amendment is to redesignate the subject lands from "Major Institutional" and "Open Space" to "Residential".

LOCATION

This Amendment affects lands located in the area south of Rymal Road West and west of Christie Street, within the Kennedy East Neighbourhood.

BASIS

The proposal is to develop the subject lands for residential uses. The basis for permitting the proposal is as follows:

- the Approved Kennedy East Neighbourhood Plan designates the area for residential uses; and,
- it is compatible with existing and future intended land uses in the surrounding area.

ACTUAL CHANGES

Schedule "A" - Land Use Concept of the Official Plan be revised by redesignating the subject lands from "Major Institutional" and "Open Space" to "Residential", as shown on the attached Schedule "A" of this Amendment.

IMPLEMENTATION

A Zoning By-law amendment will give effect to the intended use of the subject lands.

This is Schedule 1 to By-law No. 89-_____, passed on the ____ day
of _____, 1989.

The Corporation of the City of Hamilton

City Clerk

Mayor

CL-M/dkp

WP 0015P

**schedule A
amendment no. 73**

LEGEND

area to be changed from

"Major Institutions" to "Presidents"

"Open Space" to "Outside the"

date	drawn by	reference file no.
April, 1969	G.G.	0 - 2 - 73

**DEFERRED NO D-6
UNDER SECTION 143) OF
THE PLANNING ACT**



legend

land use concept

residential	⑤	Special Policy Area
commercial	④	Advisory Policy Area
industrial	③	Other
open space	②	Other
open water	①	Other
major institutional	⑥	Other
utilities	⑦	Other
central policy area	⑧	Other
Special Policy Area	⑨	Other
Advisory Policy Area	⑩	Other
Other	⑪	Other
Other	⑫	Other
Other	⑬	Other
Other	⑭	Other
Other	⑮	Other
Other	⑯	Other
Other	⑰	Other
Other	⑱	Other
Other	⑲	Other
Other	⑳	Other
Other	㉑	Other
Other	㉒	Other
Other	㉓	Other
Other	㉔	Other
Other	㉕	Other
Other	㉖	Other
Other	㉗	Other
Other	㉘	Other
Other	㉙	Other
Other	㉚	Other
Other	㉛	Other
Other	㉜	Other
Other	㉝	Other
Other	㉞	Other
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Other	②	Other
Other	③	Other
Other	④	Other
Other	⑤	Other
Other	⑥	Other
Other	⑦	Other
Other	⑧	Other
Other	⑨	Other
Other	⑩	Other
Other	⑪	Other
Other	⑫	Other
Other	⑬	Other
Other	⑭	Other
Other	⑮	Other
Other	⑯	Other
Other	⑰	Other
Other	⑱	Other
Other	⑲	Other
Other	⑳	Other
Other	㉑	Other
Other	㉒	Other
Other	㉓	Other
Other	㉔	Other
Other	㉕	Other
Other	㉖	Other
Other	㉗	Other
Other	㉘	Other
Other	㉙	Other
Other	㉚	Other
Other	㉛	Other
Other	㉜	Other
Other	㉝	Other
Other	㉞	Other
Other	㉟	Other
Other	㊱	Other
Other	㊲	Other
Other	㊳	

Schedule A

to the official plan
for
the city of hamilton

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

Zoning By-law No. 6593

Respecting:

LANDS LOCATED AT MUNICIPAL NOS. 1780, 1790, 1796
AND 1808 MAIN STREET WEST

WHEREAS it is intended to change the zoning of the lands hereinafter referred to and to establish special requirements under section 19B of By-law No. 6593 passed on the 25th day of July, 1950 and approved by the Ontario Municipal Board by Order dated the 7th day of December, 1951, (File No. P.F.C. 3821);

AND WHEREAS this by-law is in conformity with the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. Sheets No. W-50 and W-51 of the District Maps, appended to and forming part of By-law No. 6593, are amended,

- (a) by changing from "C" (Urban Protected Residential, etc.) District to "A" - 'H' (Conservation, Open Space, Park and Recreation - Holding) District, the land comprised in Block 1; and
- (b) by changing from "C" (Urban Protected Residential, etc.) District to "E" - 'H' (Multiple Dwellings, Lodges, Clubs, etc. - Holding) District, the land comprised in Block 2,

the extent and boundaries of each of which Blocks 1 and 2 are shown on a plan hereto annexed as Schedule "A".

2. The "A" - 'H' (Conservation, Open Space, Park and Recreation - Holding) District and "E" - 'H' (Multiple Dwellings, Lodges, Clubs, etc. - Holding) District referred to in section 1 shall be subject to the special requirement that,

- (a) upon the approval of Site Plans, including such lot grades between the rear of the building and the new proposed top-of-bank as the City deems necessary, the 'H' symbol shall be removed by amendment to this by-law and the development of the land comprised in Blocks 1 and 2 may proceed in accordance with the "A" District and "E" District provisions.

3. The "A" (Conservation, Open Space, Park and Recreation) District provisions applicable to the lands referred to in section 1(a) are amended to the extent only of the special requirements that,

(a) notwithstanding Section 7.(1)(ii) of By-law No. 6593, the following PUBLIC USES shall be prohibited:

1. a golf course, playground, playlot and playfield;

(b) the provisions of Section 7.(1)(iii), (iv) and (v), and the provisions of Section 7(1a) shall not apply.

4. The "E" (Multiple Dwellings, Lodges, Clubs, etc.) District provisions applicable to the lands referred to in section 1(b) are amended to the extent only of the special requirements that,

(a) notwithstanding Section 11.(1) of By-law No. 6593, the following:

(i) RESIDENTIAL USE shall be permitted:

1. a senior citizens multiple dwelling containing not more than 143 dwelling units,

(ii) ACCESSORY USE and INCIDENTAL USE shall be permitted:

1. a restaurant or dining room, in conjunction with a senior citizens multiple dwelling, provided that all of the following conditions are complied with:

(a) except with regard to automatic vending machines which shall be permitted in all multiple dwellings, no such use shall be permitted in a multiple dwelling having 100 or fewer self-contained Class A dwelling units;

(b) any such use shall have access only from within the interior of the building and with the exception of automatic vending machines providing laundry facilities shall not be located above the storey containing the foyer;

(c) no indication of the existence or availability of any such use whether by way of sign, display, or otherwise shall be visible from the outside of the building.

(b) notwithstanding Section 11.(3)(i)(b) of By-law No. 6593, the front yard shall have a depth of not less than 4.0 metres;

(c) notwithstanding Sections 11.(3)(ii)(b) and 11.(3)(iii)(b) of By-law No. 6593,

(1) no building or structure, except a fence, shall be erected, less than 7.62 metres from the boundary of Block 1 that abuts Block 2, and

- (11) no parking or loading area shall be located less than 1.5 m from the boundary of Block 1 that abuts block 2;
- (d) notwithstanding Section 11.(5) of By-law No. 6593, a floor area ratio factor of 1.85 shall be permitted but only for a senior citizens multiple dwelling;
- (e) notwithstanding Table 1, referred to in Section 18A.(1) of By-law No. 6593, not less than 76 parking spaces shall be required for a senior citizens multiple dwelling that contains not more than 143 dwelling units;
- (f) the provisions of Section 18.(4)(iv) of By-law No. 6593 shall not apply;
- (g) for the purposes of this by-law, a "senior citizens multiple dwelling" means a multiple dwelling wherein all residents are not less than 60 years of age.

5. No building or structure shall be erected, altered, extended or enlarged, nor shall any building or structure or part thereof be used, nor shall any land be used, except in accordance with the "A" - 'H' District and "Z" - 'H' District provisions, subject to the special requirements referred to in sections 3 and 4, respectively.

6. By-law No. 6593 is amended by adding this by-law to section 19B as Schedule S-1113.

7. Sheets No. W-50 and W-51 of the District Maps are amended by marking the lands referred to in section 1(b) of this by-law, S-1113.

8. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 5 R.P.D.C. 30, February 14
J. C. Leech-Porter, Owner
ZA-88-26

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

Zoning By-law No. 6593

Respecting:

COMMERCIAL USES IN PRESTIGE INDUSTRIAL DISTRICTS

WHEREAS the Council of The Corporation of the City of Hamilton passed Zoning By-law No. 6593 on the 25th day of July 1950, which by-law was approved by the Ontario Municipal Board by Order dated the 7th day of December 1951, (File No. P.F.C. 3821);

AND WHEREAS the Council of The Corporation of the City of Hamilton, in adopting Item 14 of the 3rd Report of the Planning and Development Committee at its meeting held on the day of 10th day of January 1989, directed that Zoning By-law No. 6593 be amended to amend the list of Commercial Uses permitted in certain Prestige Industrial Districts, as hereinafter provided;

AND WHEREAS this by-law does not conflict with the intent of the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. (1) Table 4 referred to in Section 17D(1)(b) of By-law No. 6593 is amended by adding thereto, in numerical sequence of Identification Number, the Commercial Uses listed in Schedule "A" hereto annexed and forming part of this by-law.

(2) Table 4 referred to in Section 17E(1)(c) of By-law No. 6593 is amended by adding thereto, in numerical sequence of Identification Number, the Commercial Uses listed in Schedule "A" hereto annexed and forming part of this by-law.

(3) Table 4 referred to in Section 17F(1)(a) of By-law No. 6593 is amended by adding thereto, in numerical sequence of Identification Number, the Commercial Uses listed in Schedule "A" hereto annexed and forming part of this by-law.

(4) Table 4 referred to in Section 17G(1)(a) of By-law No. 6593 is amended by adding thereto, in numerical sequence of Identification Number, the Commercial Uses listed in Schedule "A" hereto annexed and forming part of this by-law.

2. In all other respects, Table 4 to By-law No. 6593, as amended, is hereby confirmed, unchanged.

3. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 3 R.P.D.C. 14, January 10.
City Initiative 88-J

SCHEDULE "A"

To

By-law No. 89-

TABLE 4 - COMMERCIAL USES

S.I.C. Identification Number	Use Not Prohibited	District				
		M-11	M-12	M-13	M-14	M-15
7752	Offices of Engineers		X	X	X	X

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

Zoning By-law No. 6593

Respecting:

LANDS LOCATED ON THE WEST SIDE OF UPPER JAMES STREET,
IN THE AREA SOUTH OF STONE CHURCH ROAD WEST
MUNICIPALLY KNOWN AS NO. 1400 UPPER JAMES STREET

WHEREAS it is intended to change the zoning of the lands hereinafter referred to and to establish special requirements under section 19B of By-law No. 6593 passed on the 25th day of July, 1950 and approved by the Ontario Municipal Board by Order dated the 7th day of December, 1951, (File No. P.F.C. 3821);

AND WHEREAS this by-law is in conformity with the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982, as amended by Official Plan Amendment No. 54, proposed by the Council of The Corporation of the City of Hamilton but not yet approved by The Regional Municipality of Hamilton-Wentworth in accordance with the provisions of Sections 4, 17 and 21 of the Planning Act, 1983.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. Sheet No. W-9C of the District Maps, appended to and forming part of By-law No. 6593, is amended,

- (a) by changing from "AA" (Agricultural) District to "C" - 'H' (Urban Protected Residential, etc.-Holding) District, the land comprised in Block 1; and
- (b) by changing from "AA" (Agricultural) District to "HH" - 'H' (Restricted Community Shopping and Commercial - Holding) District, the land comprised in Block 2; and
- (c) by changing from "C" (Urban Protected Residential, etc.) District to "HH" - 'H' (Restricted Community Shopping and Commercial - Holding) District, the land comprised in Block 3; and
- (d) by changing from "H" (Community Shopping and Commercial, etc.) District to "HH" - 'H' (Restricted Community Shopping and Commercial-Holding) District, the land comprised in Block 4,

the extent and boundaries of each of which Blocks 1, 2, 3 and 4 are shown on a plan hereto annexed as Schedule "A".

2. The "C" - 'H' (Urban Protected Residential, etc.-Holding) District and "HH" - 'H' (Restricted Community Shopping and Commercial - Holding) District referred to in section 1 shall be subject to the special requirement that,

- (a) upon installation of all such municipal sewers as the City deems necessary, the 'H' symbol shall be removed by amendment to this by-law and the development of the lands comprised in Block 1 may proceed in accordance with the "C" District and the development of the lands comprised in Blocks 2, 3 and 4 may proceed in accordance with the "HH" District provisions.

3. The "HH" (Restricted Community Shopping and Commercial) District provisions, applicable to the lands referred to in clauses (b), (c) and (d) of section 1, are amended to the extent only of the special requirements that,

- (a) notwithstanding Section 14A(1) of By-law No. 6593, the following uses shall be prohibited:

1. a brewers warehouse within 61 m of the northerly lot line;
2. a liquor dispensary within 61 m of the northerly lot line;
3. a hotel;
4. a tavern
5. a bowling alley;
6. a billiard room;
7. a shooting gallery;
8. a penny arcade;
9. a public hall;
10. a music hall;
11. a theatre;
12. other place of amusement;
13. a massage parlour;
14. a public bath;
15. an auctioneers premise;
16. an auto body repair or auto body paint shop;
17. a bill board;
18. a roof sign;
19. an automobile service station;
20. a car wash in conjunction with an automobile service station;
21. a public parking lot;
22. a fraternity or sorority house;
23. a labour union hall;
24. a district yard;
25. a college or university;

- (b) notwithstanding Section 14A of By-law No. 6593, the following outside storage requirements shall apply:

1. No front yard shall be used for storage.
2. Every side yard or rear yard that is used for outside storage of any material or any equipment shall be completely screened from external view by a visual barrier not less than 1.5 metres and not more than 3.0 metres in height.
3. No side yard or rear yard or part thereof in Outdoor Storage Area "A", as shown on Schedule "B" attached hereto and forming part of this by-law, shall be,
 - (i) less than 9.1 metres from the westerly lot line;
 - (ii) less than 7.6 metres from the southerly lot line; and

(iii) less than 3.0 metres from the northerly lot line.

4. No side yard or part thereof located in Outdoor Nursery Area "B" as shown on Schedule "B" attached hereto and forming part of this by-law shall be,

(i) less than 3.0 metres from the westerly and southerly lot lines; and

(ii) less than 4.6 metres from the easterly lot line.

5. The total area of Outside Storage Area "A" as shown on Schedule "B" attached hereto and forming part of this by-law shall not exceed 19% of the total area of the lot.

(c) notwithstanding Section 14A(3)(a) of By-law No. 6593, a front yard of a depth of not less than 21 metres shall be provided and maintained, except with respect to the building located on the site as of the date of the passing of this by-law;

(d) notwithstanding Section 14A(3)(b) of By-law No. 6593, a side yard of not less than 3.0 metres shall be provided and maintained along the westerly lot line;

(e) notwithstanding Section 18A of By-law No. 6593, a landscaped strip, berm, and visual barriers as shown on Schedule "B" attached hereto and forming part of this by-law shall be provided and maintained.

4. No building or structure shall be erected, altered, extended or enlarged, nor shall any building or structure or part thereof be used, nor shall any land be used, except in accordance with the "C" - 'H' District and "HH" - 'H' District provisions, subject to the special requirements referred to in sections 2 and 3.

5. By-law No. 6593 is amended by adding this by-law to section 19B as Schedule S-1061.

6. Sheet No. W-9C of the District Maps is amended by marking the lands referred to in clauses (b), (c) and (d) of section 1 of this by-law, S-1061.

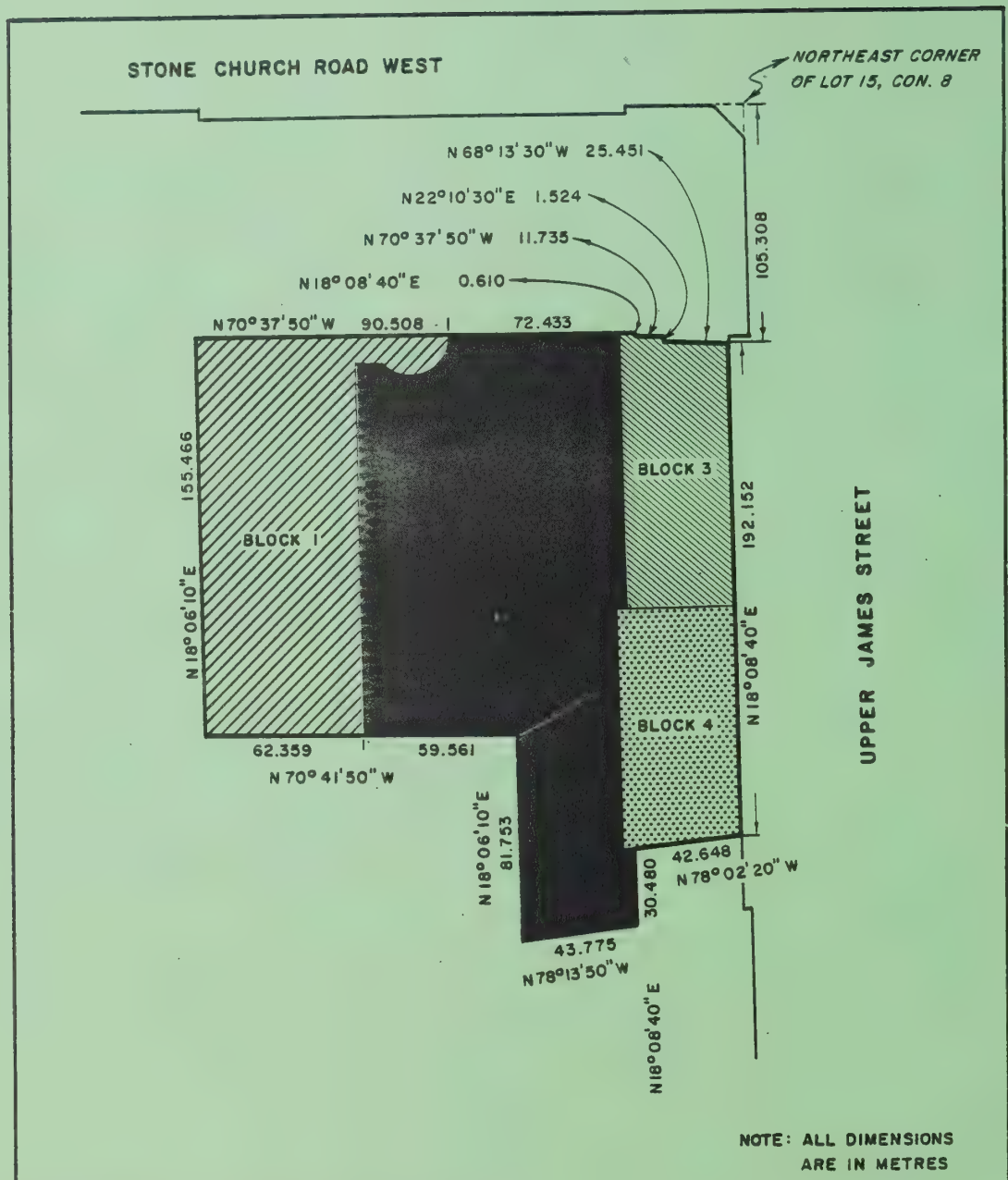
7. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1988) 3 R.P.D.C. -9, February 9
(1989) 8 R.P.D.C. 17, March 28
Bayfield Green Development Co.,
Prospective Owner
ZA-87-48



THIS IS SCHEDULE "A" TO BY-LAW NO. 89- _____
PASSED THE _____ DAY OF _____

Clerk

Mayor

North



Scale
NOT TO SCALE

Date
APRIL 11, 1989

Reference File No.
ZA-87-48

Drawn By
Z.K.

CITY OF HAMILTON

SCHEDULE "A"
MAP FORMING PART OF
BY-LAW NO. 89-

TO AMEND BY-LAW NO. 6593

Regional Municipality of Hamilton-Wentworth
Planning and Development Department

Legend

CHANGE IN ZONING:



BLOCK 1

FROM "AA" (AGRICULTURAL) DISTRICT TO "C"
-H (URBAN PROTECTED RESIDENTIAL, ETC.
- HOLDING) DISTRICT.



BLOCK 2

FROM "AA" (AGRICULTURAL) DISTRICT TO "HH"
-H (RESTRICTED COMMUNITY SHOPPING AND
COMMERCIAL - HOLDING) DISTRICT, MODIFIED.



BLOCK 3

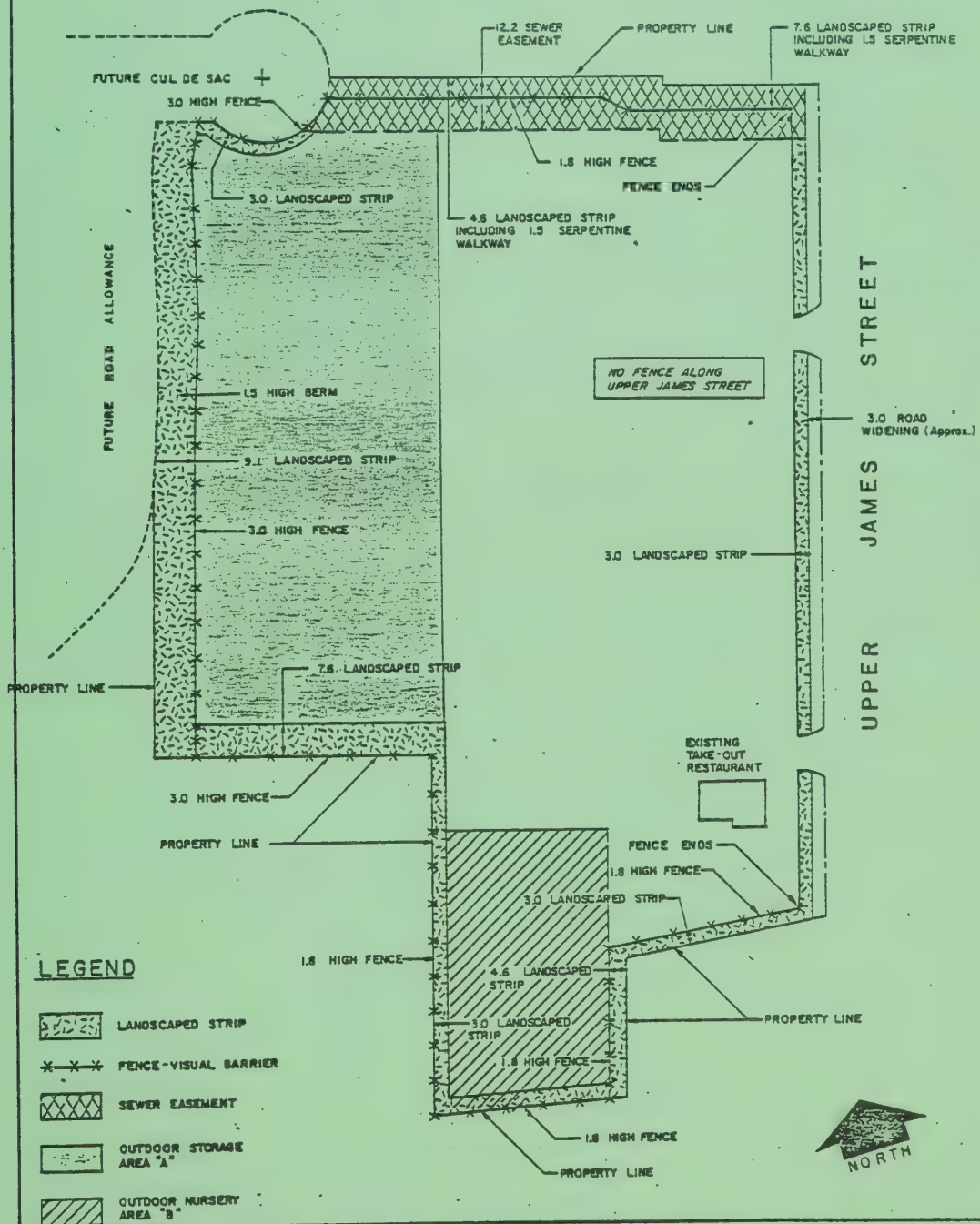
FROM "C" (URBAN PROTECTED RESIDENTIAL,
ETC.) DISTRICT TO "HH"-H (RESTRICTED
COMMUNITY SHOPPING AND COMMERCIAL
- HOLDING) DISTRICT, MODIFIED.



BLOCK 4

FROM "H" (COMMUNITY SHOPPING AND
COMMERCIAL, ETC.) TO "HH"-H (RESTRICTED
COMMUNITY SHOPPING AND COMMERCIAL -
HOLDING) DISTRICT, MODIFIED.

Schedule "B"



This is Schedule "B" to By-Law No. 89-
Passed the _____ day of _____, 1989.

NOTE: ALL DIMENSION IN METRIC

Clerk

Mayor

City of Hamilton

Schedule B

Map Forming Part of
By-Law No. 89-
to Amend By-Law No. 6593

Regional Municipality of Hamilton-Wentworth
Planning and Development Department

Legend

LOT LAY-OUT

North

Scale
NOT TO SCALE

Reference File No.
ZA 87-48

Date
1989

Drawn By

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

Zoning By-law No. 6593

Respecting:

INDUSTRIAL USES IN PRESTIGE INDUSTRIAL DISTRICTS

WHEREAS the Council of The Corporation of the City of Hamilton passed Zoning By-law No. 6593 on the 25th day of July 1950, which by-law was approved by the Ontario Municipal Board by Order dated the 7th day of December 1951, (File No. P.F.C. 3821);

AND WHEREAS the Council of The Corporation of the City of Hamilton, in adopting Item 15 of the 3rd Report of the Planning and Development Committee at its meeting held on the 10th day of January 1989, directed that Zoning By-law No. 6593 be amended to prohibit certain Industrial Uses in certain Prestige Industrial Districts, as hereinafter provided;

AND WHEREAS this by-law does not conflict with the intent of the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. (1) Notwithstanding Section 17F(1)(c) of By-law No. 6593, the following Industrial Uses shall be prohibited in an "M-14" (Prestige Industrial) District:

	<u>S.I.C.</u>	<u>Industrial Use</u>
	<u>Identification Number</u>	
(i)	3254	Automotive Leaf Spring Manufacturing
(ii)	3259	Automotive Firewalls Manufacturing
(iii)	3561	Primary Glass and Glass Containers
(iv)	3592	Asbestos Products

- (2) Notwithstanding Section 17G(1)(c) of By-law No. 6593, the following Industrial Uses shall be prohibited in an "M-15" (Prestige Industrial) District:

	<u>S.I.C.</u>	<u>Industrial Use</u>
	<u>Identification Number</u>	
(i)	3259	Automotive Firewalls Manufacturing
(ii)	3561	Primary Glass and Glass Containers
(iii)	3592	Asbestos Products
(iv)	3699	Other Petroleum and Coal Products

(3) Subsections (1) and (2) do not apply,

- (a) to prevent the use of any land, building or structure for any purpose prohibited by this by-law if such land, building or structure was lawfully used for such purpose on the day of the passing of this by-law, so long as it continues to be used for that purpose; or
- (b) to prevent the erection or use for a purpose prohibited by the by-law of any building or structure for which a permit has been issued under section 5 of the Building Code Act, prior to the day of the passing of the by-law, so long as the building or structure when erected is used and continues to be used for the purpose for which it was erected and provided the permit has not been revoked under section 6 of the Building Code Act.

2. In all other respects, Sections 17(F) and 17(G) of By-law No. 6593 are hereby confirmed, unchanged.

3. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 3 R.P.D.C. 15, January 10
City Initiative 87-F

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Authorize:

The Levy of a Special Charge

In Respect of:

BARTON STREET EAST #1 BUSINESS IMPROVEMENT AREA

**GENERALLY COVERING BOTH SIDES OF BARTON STREET FROM THE WEST
SIDE OF WELLINGTON STREET TO THE EAST SIDE OF WENTWORTH STREET**

WHEREAS subsection 217(17) of The Municipal Act, R.S.O. 1980, Chapter 302, provides that the Council may levy a special charge for the purposes of the Board of Management of an Improvement Area.

(17) Subject to such maximum and minimum charges as the Council may specify by by-law, the Council shall in each year levy a special charge upon persons in the area assessed for business assessment sufficient to provide a sum equal to the sum of money provided for the purposes of the Board of Management for that area, together with interest thereon at such rate as is required to repay any interest payable by the municipality on the whole or any part of such sum, which shall be borne and paid by such persons in the proportion that the assessed value of the real property that is used as the basis for computing the business assessment of each of such persons bears to the assessed value of all the real property in the area used as the basis for computing business assessment.

AND WHEREAS the Council of the City of Hamilton in adopting Section 15 of the Fifth Report of the Planning and Development Committee on February 14, 1989 approved the amount of \$6,000.00 for 1989, for the purpose of the Board of Management of the Business Improvement Area designated by By-law No. 87-178.

AND WHEREAS it is intended that a special charge be levied in accordance with subsection 217(17) of The Municipal Act.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. There is hereby levied a special charge upon persons in the Improvement Area assessed for business assessment calculated as set out in Schedule "A" hereto annexed and forming part of this by-law.

(2)

2. The special charge levied shall be sufficient to provide a sum equal to the sum of \$6,000.00 provided for the purposes of the Board of Management for the Improvement Area designated by By-law No. 87-308 together with interest, if any.

3. The special charge and interest shall be borne and paid by the persons referred to in Section 1, in the proportion that the assessed value of the real property that is used as the basis for computing the business assessment of each of such persons bears to the assessed value of all the real property in the area used as the basis for computing business assessment.

PASSED this day of A.D. 1989

City Clerk

Mayor

(3)

SCHEDULE "A"

To By-law No.

- | | |
|---|--------------|
| 1. Total assessed value of all the real property in the area used as the basis for computing business assessment. | \$438,495.00 |
| 2. The Mill Rate for the special charge is calculated by: | 13.6832 |
| a) dividing the approved estimates of the Board of Management by | |
| b) the total assessed value and | |
| c) multiplying the result by 1,000 | |
| 3. Approved estimate for 1989 | \$ 6,000.00 |

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Authorize:

The Levy of a Special Charge

In Respect of:

THE WESTDALE BUSINESS IMPROVEMENT AREA

GENERALLY COVERING KING STREET WEST BETWEEN THE AREA OF THE
INTERSECTION OF CLINE AVENUE AND KING STREET WEST AND EXTENDING
TO AN AREA WEST OF NEWTON AVENUE AND STERLING STREET

WHEREAS subsection 217(17) of The Municipal
Act, R.S.O. 1980, Chapter 302, provides that the Council may
levy a special charge for the purposes of the Board of Management
of an Improvement Area.

(17) Subject to such maximum and
minimum charges as the Council may
specify by by-law, the Council shall
in each year levy a special charge upon
persons in the area assessed for business
assessment sufficient to provide a sum
equal to the sum of money provided for
the purposes of the Board of Management
for that area, together with interest
thereon at such rate as is required to
repay any interest payable by the
municipality on the whole or any part
of such sum, which shall be borne and
paid by such persons in the proportion
that the assessed value of the real
property that is used as the basis
for computing the business assessment
of each of such persons bears to the
assessed value of all the real property
in the area used as the basis for
computing business assessment.

AND WHEREAS the Council of the City of Hamilton
in adopting Section 14 of the Fifth Report of the Planning and
Development Committee on February 14, 1989 approved the amount
of \$15,000.00 for 1989, for the purpose of the Board of
Management of the Business Improvement Area designated by
By-law No. 86-98.

AND WHEREAS it is intended that a special charge
be levied in accordance with subsection 217(17) of The Municipal
Act.

NOW THEREFORE the Council of The Corporation of
the City of Hamilton enacts as follows:

1. There is hereby levied a special charge upon
persons in the Improvement Area assessed for business assessment
calculated as set out in Schedule "A" hereto annexed and forming
part of this by-law.

(2)

2. The special charge levied shall be sufficient to provide a sum equal to the sum of \$15,000.00 provided for the purposes of the Board of Management for the Improvement Area designated by By-law No. 86-30 together with interest, if any.

3. The special charge and interest shall be borne and paid by the persons referred to in Section 1, in the proportion that the assessed value of the real property that is used as the basis for computing the business assessment of each of such persons bears to the assessed value of all the real property in the area used as the basis for computing business assessment.

PASSED this day of A.D. 1989

City Clerk

Mayor

(3)

SCHEDULE "A"

To By-law No.

1. Total assessed value of all the real property
in the area used as the basis for computing
business assessment. \$ 601,529.00
2. The Mill Rate for the special charge is calculated
by: 24.9365
 - a) dividing the approved estimates of the
Board of Management by
 - b) the total assessed value and
 - c) multiplying the result by 1,000
3. Approved estimate for 1989 \$ 15,000.00

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Authorize:

The Levy of a Special Charge

In Respect of:

**THE INTERNATIONAL VILLAGE BUSINESS IMPROVEMENT AREA
GENERALLY COVERING BOTH SIDES OF KING STREET EAST BETWEEN
MARY STREET AND WELLINGTON STREET NORTH**

WHEREAS subsection 217(17) of The Municipal Act, R.S.O. 1980, Chapter 302, provides that the Council may levy a special charge for the purposes of the Board of Management of an Improvement Area.

(17) Subject to such maximum and minimum charges as the Council may specify by by-law, the Council shall in each year levy a special charge upon persons in the area assessed for business assessment sufficient to provide a sum equal to the sum of money provided for the purposes of the Board of Management for that area, together with interest thereon at such rate as is required to repay any interest payable by the municipality on the whole or any part of such sum, which shall be borne and paid by such persons in the proportion that the assessed value of the real property that is used as the basis for computing the business assessment of each of such persons bears to the assessed value of all the real property in the area used as the basis for computing business assessment.

AND WHEREAS the Council of the City of Hamilton in adopting Section 17 of the Fifth Report of the Planning and Development Committee on February 14, 1989 approved the amount of \$70,835.00 for 1989, for the purpose of the Board of Management of the Business Improvement Area designated by By-law No. 86-212.

AND WHEREAS it is intended that a special charge be levied in accordance with subsection 217(17) of The Municipal Act.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. There is hereby levied a special charge upon persons in the Improvement Area assessed for business assessment calculated as set out in Schedule "A" hereto annexed and forming part of this by-law.

(2)

2. The special charge levied shall be sufficient to provide a sum equal to the sum of \$70,835.00 provided for the purposes of the Board of Management for the Improvement Area designated by By-law No. 76-19 together with interest, if any.

3. The special charge and interest shall be borne and paid by the persons referred to in Section 1, in the proportion that the assessed value of the real property that is used as the basis for computing the business assessment of each of such persons bears to the assessed value of all the real property in the area used as the basis for computing business assessment.

PASSED this day of A.D. 1989

City Clerk

Mayor

(3)

SCHEDULE "A"

To By-law No.

1. Total assessed value of all the real property
in the area used as the basis for computing
business assessment. \$1,185,829.00
2. The Mill Rate for the special charge is calculated 59.7346
by:
 - a) dividing the approved estimates of the
Board of Management by
 - b) the total assessed value and
 - c) multiplying the result by 1,000
3. Approved estimate for 1989 \$ 70,835.00

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Authorize:

The Levy of a Special Charge

In Respect of:

THE JAMESVILLE BUSINESS IMPROVEMENT AREA

GENERALLY COMPRISED OF LANDS ON THE EAST AND WEST
SIDES OF JAMES STREET NORTH BETWEEN THE RAILWAY TRACKS
ON THE NORTH AND KING WILLIAM STREET ON THE SOUTH

WHEREAS subsection 217(17) of The Municipal Act, R.S.O. 1980, Chapter 302, provides that the Council may levy a special charge for the purposes of the Board of Management of an Improvement Area.

(17) Subject to such maximum and minimum charges as the Council may specify by by-law, the Council shall in each year levy a special charge upon persons in the area assessed for business assessment sufficient to provide a sum equal to the sum of money provided for the purposes of the Board of Management for that area, together with interest thereon at such rate as is required to repay any interest payable by the municipality on the whole or any part of such sum, which shall be borne and paid by such persons in the proportion that the assessed value of the real property that is used as the basis for computing the business assessment of each of such persons bears to the assessed value of all the real property in the area used as the basis for computing business assessment.

AND WHEREAS the Council of the City of Hamilton in adopting Section 2 of the Eighth Report of the Planning and Development Committee on March 28, 1989 approved the amount of \$29,620.00 for 1989, for the purpose of the Board of Management of the Business Improvement Area designated by By-law No. 86-74.

AND WHEREAS it is intended that a special charge be levied in accordance with subsection 217(17) of The Municipal Act.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. There is hereby levied a special charge upon persons in the Improvement Area assessed for business assessment calculated as set out in Schedule "A" hereto annexed and forming part of this by-law.

(2)

2. The special charge levied shall be sufficient to provide a sum equal to the sum of \$29,620.00 provided for the purposes of the Board of Management for the Improvement Area designated by By-law No. 85-198 together with interest, if any.

3. The special charge and interest shall be borne and paid by the persons referred to in Section 1, in the proportion that the assessed value of the real property that is used as the basis for computing the business assessment of each of such persons bears to the assessed value of all the real property in the area used as the basis for computing business assessment.

PASSED this day of A.D. 1989

City Clerk

Mayor

(3)

SCHEDULE "A"

To By-law No.

1. Total assessed value of all the real property
in the area used as the basis for computing
business assessment. \$1,332,439.00
2. The Mill Rate for the special charge is calculated 22.2299
by:
 - a) dividing the approved estimates of the
Board of Management by
 - b) the total assessed value and
 - c) multiplying the result by 1,000
3. Approved estimate for 1989 \$ 29,620.00

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Authorize:

The Levy of a Special Charge

In Respect of:

THE OTTAWA STREET NORTH BUSINESS IMPROVEMENT AREA

**GENERALLY COVERING OTTAWA STREET NORTH BETWEEN MAIN STREET
EAST AND EXTENDING TO AN AREA NORTH OF BARTON STREET EAST**

WHEREAS subsection 217(17) of The Municipal Act, R.S.O. 1980, Chapter 302, provides that the Council may levy a special charge for the purposes of the Board of Management of an Improvement Area.

(17) Subject to such maximum and minimum charges as the Council may specify by by-law, the Council shall in each year levy a special charge upon persons in the area assessed for business assessment sufficient to provide a sum equal to the sum of money provided for the purposes of the Board of Management for that area, together with interest thereon at such rate as is required to repay any interest payable by the municipality on the whole or any part of such sum, which shall be borne and paid by such persons in the proportion that the assessed value of the real property that is used as the basis for computing the business assessment of each of such persons bears to the assessed value of all the real property in the area used as the basis for computing business assessment.

AND WHEREAS the Council of the City of Hamilton in adopting Section 16 of the Fifth Report of the Planning and Development Committee on February 14, 1989 approved the amount of \$85,000.00 for 1989, for the purpose of the Board of Management of the Business Improvement Area designated by By-law No. 86-89.

AND WHEREAS it is intended that a special charge be levied in accordance with subsection 217(17) of The Municipal Act.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. There is hereby levied a special charge upon persons in the Improvement Area assessed for business assessment calculated as set out in Schedule "A" hereto annexed and forming part of this by-law.

(2)

2. The special charge levied shall be sufficient to provide a sum equal to the sum of \$85,000.00 provided for the purposes of the Board of Management for the Improvement Area designated by By-law No. 86-31 together with interest, if any.

3. The special charge and interest shall be borne and paid by the persons referred to in Section 1, in the proportion that the assessed value of the real property that is used as the basis for computing the business assessment of each of such persons bears to the assessed value of all the real property in the area used as the basis for computing business assessment.

PASSED this

day of

A.D. 1989

City Clerk

Mayor

(3)

SCHEDULE "A"

To By-law No.

1. Total assessed value of all the real property
in the area used as the basis for computing
business assessment. \$1,605,621.00
2. The Mill Rate for the special charge is calculated 52.9390
by:
 - a) dividing the approved estimates of the
Board of Management by
 - b) the total assessed value and
 - c) multiplying the result by 1,000
3. Approved estimate for 1989 \$ 85,000.00

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Authorize:

The Levy of a Special Charge

In Respect of:

THE CONCESSION STREET BUSINESS IMPROVEMENT AREA
GENERALLY COMPRISED OF LANDS COVERING CONCESSION STREET
BETWEEN 18TH STREET AND EAST

WHEREAS subsection 217(17) of The Municipal Act, R.S.O. 1980, Chapter 302, provides that the Council may levy a special charge for the purposes of the Board of Management of an Improvement Area.

(17) Subject to such maximum and minimum charges as the Council may specify by by-law, the Council shall in each year levy a special charge upon persons in the area assessed for business assessment sufficient to provide a sum equal to the sum of money provided for the purposes of the Board of Management for that area, together with interest thereon at such rate as is required to repay any interest payable by the municipality on the whole or any part of such sum, which shall be borne and paid by such persons in the proportion that the assessed value of the real property that is used as the basis for computing the business assessment of each of such persons bears to the assessed value of all the real property in the area used as the basis for computing business assessment.

AND WHEREAS the Council of the City of Hamilton in adopting Section 13 of the Fifth Report of the Planning and Development Committee on February 14, 1989 approved the amount of \$18,750.00 for 1989, for the purpose of the Board of Management of the Business Improvement Area designated by By-law No. 86-144.

AND WHEREAS it is intended that a special charge be levied in accordance with subsection 217(17) of The Municipal Act.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. There is hereby levied a special charge upon persons in the Improvement Area assessed for business assessment calculated as set out in Schedule "A" hereto annexed and forming part of this by-law.

(2)

2. The special charge levied shall be sufficient to provide a sum equal to the sum of \$18,750.00 provided for the purposes of the Board of Management for the Improvement Area designated by By-law No. 83-308 together with interest, if any.

3. The special charge and interest shall be borne and paid by the persons referred to in Section 1, in the proportion that the assessed value of the real property that is used as the basis for computing the business assessment of each of such persons bears to the assessed value of all the real property in the area used as the basis for computing business assessment.

PASSED this day of A.D. 1989

City Clerk

Mayor

SCHEDULE "A"

To By-law No.

1. Total assessed value of all the real property
in the area used as the basis for computing
business assessment. \$741,520.00
2. The Mill Rate for the special charge is calculated 25.2859
by:
 - a) dividing the approved estimates of the
Board of Management by
 - b) the total assessed value and
 - c) multiplying the result by 1,000
3. Approved estimate for 1989 \$ 18,750.00

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To levy the Special Charges for 1989 for the Improvement Area in the Area between King William Street, Mary Street, Main Street East and James Street, designated by By-Law 82-151

WHEREAS, pursuant to Section 217(10) of The Municipal Act, R.S.O. 1980, Chapter 302, the Board of Management for the Improvement Area has submitted Estimates for the year 1989;

AND WHEREAS, a Special Charge is to be levied to raise the sum equal to the total of the Estimates.

THEREFORE, the Council of the Corporation of the City of Hamilton enacts as follows:

1. The Estimates of the Board of Management for the Improvement Area in the area between King William Street, Mary Street, Main Street East and James Street for 1989 in the amount of \$198,363. are hereby approved.
2. In order to raise the said \$198,363., there is hereby levied a mill rate of 24.1428 as a Special Charge on the persons in the area assessed for business assessment, in accordance with By-law 82-152, as follows:
 - (1) The assessed value of all the real property in the Area used as the basis for computing business assessment, (known herein as "the Total Assessed Value") is \$9,115,802
 - (2) The assessed value of the real property that is used as the basis for computing the business assessment of City Parking Holdings Limited with respect to the hotel business known as "The Royal Connaught Hotel" at 82 King Street East is \$592,212
 This is reduced by two-thirds 394,810
 to produce the Reduced Assessed Value of that business: \$197,402
 - (3) The assessed value of the real property that is used as the basis for computing the business assessment of Commonwealth Holiday Inn of Canada Limited with respect to the hotel business known as "The Holiday Inn" at 150 King Street East is \$757,133
 This is reduced by two-thirds 504,758
 to produce the Reduced Assessed Value of that business: \$252,375
 - (4) "The Reduced Total Assessed Value" is \$8,216,234
 $\$9,115,802 - (394,810 + 504,748):$
 - (5) The Mill Rate for the Special Charge is calculated by:
 - (a) dividing the approved estimates of the Board of Management, \$198,363.

(2)

(b) by the Reduced Total Assessed
Value, \$8,216,234 and

(c) multiplying the result by 1,000: 24.128

3. The portion of the Special Charge to be paid by the hotel business in sub-paragraph 2.(2) shall be determined by multiplying its Reduced Assessed Value by the Mill Rate.
4. The portion of the Special Charge to be paid by the hotel business in sub-paragraph 2.(3) shall be determined by multiplying its Reduced Assessed Value by the Mill Rate.
5. The portion of the Special Charge to be paid by each of the other persons in the Area assessed for business assessment shall be determined by multiplying the assessed value of the real property that is used as the basis for computing the business assessment of such person by the Mill Rate.

PASSED this

day of

A.D. 19

City Clerk

Mayor

24 ON HBL #05
A31
1989

E. A. SIMPSON
CITY CLERK

K. E. AVERY
DEPUTY CITY CLERK



CITY HALL
HAMILTON, ONTARIO
L8N 3T4

THE CORPORATION OF THE CITY OF HAMILTON

OFFICE OF THE CITY CLERK

MEETING OF THE COUNCIL

OF THE CORPORATION OF THE CITY OF HAMILTON

Tuesday, 1989 May 9
7:30 o'clock p.m.
Council Chambers, City Hall

A G E N D A

1. Opening Prayer

Major James Reid
Salvation Army

2. Presentations

Presentation of Retirement Rings to Former Members of City Council

Shirley Collins, M.P.P.

Paul Cowell

3. Proclamations

Royal Week, 1989 May 15 to May 22

St. John Week, 1989 May 28 to June 03

Motorcycle Awareness Month, May

Canada Health Day, 1989 May 12

HAMILTON PUBLIC LIBRARY

MAY 09 1989

GOVERNMENT DOCUMENTS

4. Minutes

1989 April 25

5. Correspondence

6. Reports of the Standing Committees - attached

- (a) Co-ordinating Committee
- (b) Transport and Environment Committee
- (c) Parks and Recreation Committee
- (d) Planning and Development Committee
- (e) Legislation Committee
- (f) Personnel Committee
- (g) Finance Committee

7. Notice of Motion from Previous Meeting

Alderman D. Ross

8. Notice of Motion for Next Meeting

9. First Reading of the Bills

10. Second Reading of the Bills - Committee of the Whole

11. Third Reading of the Bills

12. Question Period

13. Adjournment

M I N U T E S

MEETING OF HAMILTON CITY COUNCIL
TUESDAY, APRIL 25, 1989
7:30 O'CLOCK, P.M.

The Council met.

PRESENT: Mayor R. M. Morrow, Esq.

Aldermen Cooke, Agro, McCulloch, Hinkley, Drury, Copps,
Christopherson, Agostino, Lombardo, Smith, Jackson, Merling,
Gallagher, Ross, Murray.

ABSENT: Alderman M. Kiss

The Mayor called the meeting to order.

The Rev. Floyd Rhude, District Office, Pentecostal Assemblies of Canada led
the Council in prayer.

The Mayor made the following proclamations:

1. (i) Day of Mourning - April 28, 1989 accepted by David Wilson,
President of Hamilton and District Labour Council
- (ii) Schizophrenia Awareness Week - May 1 to 7, 1989 accepted by Mrs.
Pat Saunders, Secretary of the Board
- (iii) Professional Secretaries Week - April 23 to 29, 1989 accepted by
Joan Bannerman, Hamilton District Chapter of Professional
Secretaries International
- (iv) Navy Week - April 29 to May 7, 1989 accepted by Cedric Mitchell, a
presentation to the City of Hamilton by Stan Prowse of HMCS Haida
Assoc.
- (v) Hamilton Community Concerts Week - May 1 to 6, 1989 accepted by
Nik Jurkovic and Jean Betts of H.C.C.A.

The Mayor made the following presentations:

- (i) Firestone Employee Adjustment Committee accepted by Harvey Murray,
President and Richard Zawislak, Vice President, of U.R.W. Local
113.
- (ii) Great Ride to Beat Cancer

The minutes of the meeting of April 11, 1989 and April 18, 1989 were taken as
read and approved.

The following communications were received and forwarded to the appropriate
Committee, except as indicated:

1. Letter dated April 12, 1989 from the Ministry of the Environment re: Pat's Disposal Service Application for a Certificate of Approval for a Waste Disposal Site transfer.
2. Application from Chedoke Heights Inc. c/o May Pirie and Associates Limited, Burlington, Ontario Re: Beddoe Drive - Lapps Lands - Official Plan Amendment 89-01, dated April 13, 1989.
3. Order of the Ontario Municipal Board By-law 89-115 and Official Plan Amendment 74 Re: 986-998 Upper Wentworth Street.
4. Application from Runad Homes Limited, c/o Rudy Peressini, Hannon, Ontario for a change in zoning from "C" (Urban Protected Residential, etc.) District to "RT-30" (Street-Townhouse) District for property at 1423 Upper Gage Avenue, dated April 20, 1989.
5. Application from Helen Mouskos and Eftyhia Kountouris, c/o Simpson and Watson, Barristers and Solicitors, Hamilton, Ontario for a change in zoning from "AA" (Agriculture) District to "HH" (Restricted Community Shopping and Commercial, etc.) District & "R-4" (Small Lot Single Family Detached) District for property at 2846 King Street East, dated April 20, 1989.
6. Application from 603815 Ontario Inc., c/o David Armstrong, Ancaster, Ontario for a further modification to the "C" (Urban Protected Residential, etc.) District (A three year extension of the existing zoning) for property at 1492 Upper James Street, dated April 20, 1989.
7. Application from Bold-Duke Properties Inc., c/o Rudy Peressini, Hannon, Ontario for a change in zoning from "Lmr-1" (Planned Development - Multiple Residential) District to "E-2" (Multiple Dwellings) District for property at 1073, 1081, 1085 Rymal Road, dated April 20, 1989.
8. Letter from Sidney Leon, dated April 24, 1989 objecting to the amendment of Zoning Application 88-65 at 1033 Main Street West. (noted)

It was moved by Alderman McCulloch, seconded by Alderman Agro and carried, that Council move into Committee of the Whole to consider the following Reports, with Alderman Cooke in the chair.

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 16

NAYS: 0 (carried)

(A) CO-ORDINATING COMMITTEE - NINTH REPORT

Recorded Vote on Section 7

YEAS: Mayor Morrow, Aldermen Cooke, McCulloch, Drury, Copps,
Christopherson, Agostino - 7

NAYS: Aldermen Agro, Hinkley, Lombardo, Smith, Jackson, Merling,
Gallagher, Ross, Murray. - 9 (lost)

(B) TRANSPORT AND ENVIRONMENT COMMITTEE - NINTH REPORT

Recorded Vote on Section 2

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury,
Copps, Christopherson, Agostino, Lombardo, Smith, Jackson,
Merling, Gallagher, Murray. - 15

NAYS: Alderman Ross. - 1 (carried)

Recorded Vote on Section 4

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury,
Christopherson, Agostino, Lombardo, Smith, Jackson, Merling,
Gallagher, Ross, Murray. - 15

NAYS: Alderman Copps. - 1 (carried)

(C) PARKS AND RECREATION COMMITTEE - ELEVENTH REPORT

Recorded Vote Section 1

YEAS: Aldermen McCulloch, Hinkley, Copps, Christopherson, Agostino,
Lombardo, Smith, Ross, Murray. - 9.

NAYS: Alderman Jackson. - 1 (carried)

(D) PLANNING AND DEVELOPMENT COMMITTEE - ELEVENTH REPORT

Alderman Ross declared personal interest in, took no part in the debate, and refrained from voting on Section 4 as his wife owns a store in this B.I.A.

Recorded Vote on Section 16

YEAS: Mayor Morrow, Aldermen Cooke, McCulloch, Hinkley, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 13

NAYS: Alderman Copps. - 1 (carried)

(D) PLANNING AND DEVELOPMENT COMMITTEE - TWELFTH REPORT

(E) LEGISLATION COMMITTEE - EIGHTH REPORT

Recorded Vote on Section 2

YEAS: Mayor Morrow, Aldermen Cooke, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Smith, Jackson, Gallagher, Ross. - 12

NAYS: Alderman Murray. - 1 (carried)

(F) PERSONNEL COMMITTEE - SIXTH REPORT

(G) FINANCE COMMITTEE - NINTH REPORT

Alderman Ross declared personal interest in and took no part in the debate, and refrained from voting on Section 5 as his wife owns a store in this B.I.A.

Alderman Smith declared personal interest and took no part in the debate, and refrained from voting on Section 6 as he is the Past President of the Mount Hamilton Horticultural Society.

It was moved by Alderman McCulloch, seconded by Alderman Gallagher

RESOLVED: that the amount of \$1,500.00 in column (5) of line 6 in Exhibit B as referred to in Section 7 of the Ninth Report of the Finance Committee be deleted and the amount of \$3,500.00 be inserted in lieu thereof. (carried)

Alderman Ross declared personal interest in and took no part in the debate, and refrained from voting on Section 8 as his wife owns a store in this B.I.A.

(G) FINANCE COMMITTEE - TENTH REPORT

(I) INFORMATION SYSTEMS COMMITTEE - 4-89

It was moved by Alderman Hinkley and seconded by Alderman McCulloch that Rule No. 8 be invoked for this meeting of City Council to permit the introduction of a resolution respecting the relocation of the boat ramp in the vicinity of the Leander Boat Club to the Canal area on the beach. (carried)

It was moved by Alderman Hinkley and seconded by Alderman McCulloch that City Council request the Hamilton Harbour Commissioners to hold a public meeting to explain to the interested public the reasons for the relocation of the boat ramp from the vicinity of the Leander Boat Club to the Canal area on the beach. (carried)

It was moved by Alderman McCulloch and seconded by Alderman Agro

RESOLVED: That Alderman M. Kiss be appointed Acting Mayor for the month of May, 1989 (carried)

NOTICE OF MOTION

Alderman Agostino served notice he would move at the next regular meeting that the City Council meeting time be changed to 10:00 o'clock a.m. Tuesday from the present 7:30 o'clock p.m. Tuesday.

That conflicting committee meetings be adjusted to fit into this time slot.

It was moved by Alderman McCulloch and seconded by Alderman Agro

RESOLVED: That the reports of the Committee of the Whole on the reports be the same, now be adopted.

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Agostino, Smith, Jackson, Gallagher, Ross, Murray. - 14.

NAYS: 0 (carried)

It was moved by Alderman McCulloch and seconded by Alderman Agro

RESOLVED: that the following Bills be now read a first time.

A-14

B-50, B-51, B-52, B-53, B-54, B-55, B-56

D-44, D-45, D-46, D-47, D-48, D-49, D-50

G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, G-11, G-12, G-13

YEAS: Mayor R. Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 14

NAYS: 0 (carried)

It was moved by Alderman McCulloch and seconded by Alderman Agro that Council move into Committee of the Whole (second reading) to consider the following Bills, with Alderman Cooke in the chair.

A-14

B-50, B-51, B-52, B-53, B-54, B-55, B-56

D-44, D-45, D-46, D-47, D-48, D-49, D-50

G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, G-11, G-12, G-13

YEAS: Mayor Morrow, Aldermen Cooke, Agro, McCulloch, Hinkley, Drury, Copps, Christopherson, Smith, Jackson, Merling, Gallagher, Ross, Murray. - 14

NAYS: 0 (carried)

Consideration of the Bills (second reading)

It was moved by Alderman McCulloch and seconded by Alderman Agro

RESOLVED: that the Report of the Committee of the Whole on the following Bills:

A-14

B-50, B-51, B-52, B-53, B-54, B-55, B-56

D-44, D-45, D-46, D-47, D-48, D-49, D-50

G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, G-11, G-12, G-13

be, and the same is hereby adopted.

It was moved by Alderman McCulloch and seconded by Alderman Agro

RESOLVED: that the Bills be now read a third time

A-14

B-50, B-51, B-52, B-53, B-54, B-55, B-56

D-44, D-45, D-46, D-47, D-48, D-49, D-50

G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, G-11, G-12, G-13

City Council adjourned at 9:55 o'clock, p.m.

REPORT OF THE CO-ORDINATING COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Co-ordinating Committee presents its TENTH Report for 1989 and respectfully recommends:

1. (a) That the appropriation for the replacement of the Great Hall Banners and their mechanical system in the Hamilton Place Theatre be increased from \$120 000 to \$130 000 and that this Capital Project be proceeded with.

(b) That the \$130 000 required for this project be financed from the H.E.C.F.I. Reserve, Account No. RF 51206 25306.

NOTE: The HECFI Board of Directors approved this project at its meeting on April 21, 1989.

The additional cost of \$10 000 represents the cost of the consultant fees of Mr. Trevor Garwood-Jones.

2. (a) That approval be given for the allocation of funds for the purchase and installation of metal playlot equipment for the following projects:

(i) Bryna Avenue (Greeningdon Neighbourhood)..... \$ 5,000.

(ii) Templemead Neighbourhood Park..... \$ 5,000.

\$ 10,000.

(b) That the purchase and installation of this equipment in the gross amount of \$10 000 be financed from the Reserve for Acquisition of Properties under the Planning Act, Account No. RF 56006 25301.

NOTE: This Capital Project was approved by the Parks and Recreation Committee at its meeting on May 2, 1989.

3. (a) That the Floodlighting Globe Park - (Two Fields) be proceeded with at an estimated gross cost of \$140 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.
- (b) That the \$140 000 for this project be financed by the issuance of debentures.
- (c) That the City Solicitor be authorized and directed to make application to the Ontario Municipal Board for approval to finance this project at an estimated cost of \$140 000 with no eligible subsidies, by the issuance of debentures in the amount of \$140 000 for a period not to exceed 15 years, recoverable from the mill rate levied on all rateable property, and further, that application be made to the Regional Municipality of Hamilton-Wentworth to issue debentures in the amount of \$140 000 for a term not to exceed 15 years.

NOTE: This Capital Project is for the floodlighting of two ball fields at Globe Park to increase the usability of this major tournament facility, and was approved by the Parks and Recreation Committee at its meeting on May 2, 1989.

4. (a) That the Mohawk Sports Park - Irrigation System, Bleachers and Floodlighting be proceeded with at an estimated gross cost of \$400 000 as provided for in the 1989-1993 Capital Budget.
- (b) That the \$400 000 for this project be financed by the issuance of debentures.
- (c) That the 1989 Program be limited to the \$105 000 provided in the 1989 Portion of the Capital Program.
- (d) That the City Solicitor be authorized and directed to make application to the Ontario Municipal Board for approval to finance this project at an estimated cost of \$400 000 with no eligible subsidies, by the issuance of debentures in the amount of \$400 000 for a period not to exceed 15 years, recoverable from the mill rate levied on all rateable property, and further, that application be made to the Regional Municipality of Hamilton-Wentworth to issue debentures in the amount of \$400 000 for a term not to exceed 15 years.

NOTE: This project is for the installation of 1,500 bleachers for Field Number 4, and was approved by the Parks and Recreation Committee at its meeting on May 2, 1989.

5. (a) That the Sam Lawrence Park - Upgrading be proceeded with at an estimated gross cost of \$2 325 000 as provided for in the 1989-1993 Capital Budget.
- (b) That the \$2 325 000 required for this project be financed by the issuance of debentures.
- (c) That the 1989 Program be limited to the \$312 000 provided in the 1989 Portion of the Capital Program.
- (d) That the City Solicitor be authorized and directed to make application to the Ontario Municipal Board for approval to finance this project at an estimated cost of \$2 325 000 for a period not to exceed 15 years, recoverable from the mill rate levied on all rateable property, and further, that application be made to the Regional Municipality of Hamilton-Wentworth to issue debentures in the amount of \$2 325 000 for a term not to exceed 15 years.

NOTE: This 5 year project is to upgrade this park for safety reasons, to increase the sense of "Park", to promote the City of Hamilton and to increase user knowledge about various aspects of this park.

This Capital Project was approved by the Parks and Recreation Committee at its meeting on May 2, 1989.

6. (a) That the Renovation to the Chedoke Golf Course Parking Lot be proceeded with at an estimated gross cost of \$300 000 as provided for in the 1989-1993 Capital Budget.
- (b) That the \$300 000 required for this project be financed by the issuance of debentures.
- (c) That the 1989 Program be limited to the \$100 000 provided in the 1989 Portion of the Capital Program.

- (d) That the City Solicitor be authorized and directed to make application to the Ontario Municipal Board for approval to finance this project at an estimated cost of \$300 000 with no eligible subsidies, by the issue of debentures in the amount of \$300 000 for a period not to exceed 15 years, recoverable from the mill rate levied on all rateable property, and further, that application be made to the Regional Municipality of Hamilton-Wentworth to issue debentures in the amount of \$300 000 for a term not to exceed 15 years.

NOTE: This Capital Project is for the repairs and resurfacing of the parking lot and service roads at Chedoke Golf Course and was approved by the Parks and Recreation Committee at its meeting on May 2, 1989.

7. (a) That the Park Development and Redevelopment by Priority, as set out in Appendix "A" attached hereto, be proceeded with at an estimated gross cost of \$479 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.
- (b) That the \$479 000 estimated cost for this project be financed from the Reserve for Lands Acquired Under The Planning Act (5% Parks Fund), Account No. RF 51206 25301.

NOTE: This Capital Project is for the development and/or redevelopment of numerous park facilities and was approved by the Parks and Recreation Committee at its meeting on May 2, 1989.

8. (a) That the Gage Park Perennial Borders be proceeded with at an estimated gross cost of \$15 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.
- (b) That the \$15 000 estimated cost for this project be financed from the Reserve for Capital Projects, Account No. RF 51206 25303.

NOTE: This Capital Project is for the repairs and re-installation of the lighting system at the Perennial Borders in Gage Park and are in response to Police requests. This project was approved by the Parks and Recreation Committee at its meeting on May 2, 1989.

9. (a) That the Ivor Wynne Stadium - Renovations and Repairs be proceeded with at an estimated gross cost of \$55 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.

- (b) That the \$55 000 estimated cost for this project be financed from the Reserve for Capital Projects, Account No. RF 51206 25303.

NOTE: This Capital Project is for repairs and waterproofing to certain beams and columns at Ivor Wynne Stadium and is part of a four year plan of maintenance and repairs to this facility. This project was approved by the Parks and Recreation Committee at its meeting on May 2, 1989.

10. (a) That the Bow Valley Creek - Alterations be proceeded with at an estimated gross cost of \$60 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.

- (b) That the \$60 000 estimated cost for this project be financed from the Reserve for Capital Projects, Account No. RF 51204 25303.

NOTE: This Capital Project is for the alteration of the creek bed to prevent further erosion and to provide a pedestrian crossing of this creek. This project was approved by the Parks and Recreation Committee at its meeting on May 2, 1989.

11. (a) That the New Equipment - Sander Wing Plow Unit be proceeded with at an estimated gross cost of \$85 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.

- (b) That the \$85 000 for this project be financed from the Reserve for Capital Projects, Account No. RF 51203 25303.

NOTE: This Capital Project is for the addition of one Sander Wing Plow unit to the fleet to allow the current level of service to be maintained despite the additional miles of roadway created through new subdivisions. This project was approved by the Transport and Environment Committee at its meeting on May 1, 1989.

12. (a) That the new Equipment - Refuse Packer be proceeded with at an estimated gross cost of \$87 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.

- (b) That the \$87 000 for this project be financed from the 6 mill Capital Levy; Account No. CH 54002 22002.

NOTE: This Capital Project is for the addition of one Refuse Packer to the fleet to allow the current level of service to be maintained despite the additional miles of roadway created through new subdivisions. This project was approved by the Transport and Environment Committee at its meeting on May 1, 1989.

13. (a) That the new Equipment - Concrete Grinder be proceeded with at an estimated gross cost of \$50 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.

- (b) That the \$50 000 for this Project be financed from the 6 mill Capital Levy, Account No. CH 54002 22002.

NOTE: This Capital Project is for the addition of one Concrete Grinder to the fleet to allow for the removal of tripping hazards from sidewalks and the reduction in claims against this City. This project was approved by the Transport and Environment Committee at its meeting on May 1, 1989.

14. (a) That the Workstation Furniture Project be proceeded with at an estimated gross cost of \$75 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.

- (b) That the \$75 000 for this project be financed from the Reserve for Capital Projects, Account No. RF 51203 25303.

NOTE: This project was approved by the Information Systems Committee at its meeting on April 20, 1989.

Currently there are a number of departments with inappropriate workstations. Approval of this project will provide for the acquisition of appropriate workstation furniture for various departments.

15. (a) That the construction of a finished roadway, curbs and sidewalks on Albright Road from approximately 190m west of Nicklaus Drive to approximately 115m westerly be proceeded with at an estimated gross cost of \$104 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.

- (b) That the \$104 000 required for this project be financed from the Reserve for Capital Projects, Account No. RF 51203 25303.
- (c) That the Commissioner of Engineering be authorized and directed to undertake these works once all approvals have been received.
- (d) That the City Solicitor be authorized and directed to establish and lay out this section of Albright Road.

NOTE: This project provides for the construction of a two lane finished roadway, curbs and sidewalks. The completion of the portion of Albright Road over ravine lands in conjunction with the portion to be built under the subdivision agreement for Red Hill Manor No. 2 will improve access to the schools and to the recreation centre in the area. The fill for the road base was deposited in the ravine lands approximately 15 years ago in anticipation of the eventual construction of the roadway.

This Capital Project was approved by the Transport and Environment Committee at its meeting on May 1, 1989.

- 16. That the 1989 Reconstruction Program, as approved by City Council on January 31, 1989, in the gross amount of \$8 200 000 which was previously limited to financing in the net amount of \$3 500 000 now be extended to the full net amount required of \$5 330 000 as indicated in the 1989-1993 Capital Budget with the additional financing of \$1 830 000 to be allocated from the 1989 Capital Levy, Account No. CH 54002 22002, and the balance of the financing to come from the roadway subsidy from the Ministry of Transportation estimated at \$2 870 000.
- 17. (a) That the City of Hamilton extend an invitation to host the 1991 World Junior Hockey Championships.
- (b) That subject to the City being successful in its bid to host these games, the following financial support totalling \$140 000 be approved:
 - (i) Reception and party for teams
and special guests.....\$40 000
 - (ii) Media, public relations,
advertising and promotion.....\$50 000
 - (iii) Other event related activities,
receptions, site visits, etc.....\$50 000

- (c) That the funds required in the amount of \$140 000 be financed from the Reserve for Contingencies.
- (d) That the Chief Administrative Officer be authorized to request the Economic Development Department of the Region of Hamilton-Wentworth to contribute an appropriate amount to assist with the financing of these championships.

NOTE: At its meeting on April 21, 1989 the HECFI Board of Directors approved an amount of \$20 000 for the preparation and presentation of a bid to host these games.

The City of Hamilton was host to the 1986 World Junior Hockey Championships which were very successful with attendance and revenues exceeding that of any preceding World Junior Championships. The Economic Development Department of the Region of Hamilton-Wentworth report that the financial "spin-off" from the 1986 Tournament was approximately \$14 000 000.

- 18. That the Chief Administrative Officer and the Commissioner of Human Resources be authorized to negotiate the provisions of a contract with Mr. Robert Sugden for a term of three (3) years within the compensation range "C" for the position of Director of Culture and Recreation.
- 19.
 - (a) That the City of Hamilton formally extend an invitation to the Federal Liberal Party to hold its pending leadership convention in the City of Hamilton
 - (b) That a committee comprised of appropriate elected and appointed officials be established to prepare the City's bid presentation to host this convention.
- 20.
 - (a) That a committee of Members of City Council together with the Management Team be established as a Strategic Plan Review Committee to re-examine the original goals and actions of the Strategic Plan and refine them in developing new initiatives for the next generation of the Strategic Plan; and

- (b) That City Council in conjunction with Regional Council, continue to ensure the effective and efficient delivery of services to the community, by such means as eliminating duplications by merging similar City and Regional functions in order to create a City-Regional administration.

NOTE: Previously forwarded to the Members of City Council were copies of a report dated May 3, 1989 from the Chief Administrative Officer to the Co-ordinating Committee which provides background information regarding this matter as well as a status report on the Strategic Plan.

- 21. (a) That a designated fund be established for the provision of special assistive devices for disabled employees as part of the base budget of the Human Resources Department, and that the Commissioner of Human Resources be authorized to withdraw money from this fund upon approval of the Chief Administrative Officer, in an amount of up to \$10 000 annually.
 - (b) That the Finance Committee be requested to recommend the method of financing this expenditure.
22. That leave be granted to introduce the following Bills:
- (a) Bill A-15 A By-law to Authorize Increased Costs for the Construction of a Road Access from Bow Valley Drive to Queenston Road as an Extension of Bow Valley Drive.
 - (b) Bill A-16 A By-law to Confirm the Proceedings of the Council of the Corporation of the City of Hamilton.

RESPECTFULLY SUBMITTED

MAYOR R. M. MORROW
CHAIRMAN
CO-ORDINATING COMMITTEE

J. J. Schatz
Secretary
1989 May 04
/bc

Appendix "A" as referred to in
Section 7 of the TENTH Report
of the Co-ordinating Committee
for 1989.

PARK DEVELOPMENT

The following is a list of Park Development projects for 1989 scheduling:

Projects			Increased Yearly Maintenance Cost/Est.
* Shawinigan Park	Removal of Brush	\$ 12,500.	Nil
Shawinigan Park	Grading & Seeding	\$ 25,000.	\$ 2,200.
Thorner Neigh. Park	Planting Completion	\$ 20,000.	\$ 1,800.
Templemead Neigh. Pk.	Cut Fill - grading & seeding	\$ 20,000.	\$ 1,500.
Greeningdon Neigh. Pk.	Planting - basketball	\$ 10,000.	\$ 800.
Burkholder Park	Planting Completion	\$ 15,000.	\$ 500.
Burkholder Park	Lighting Completion	\$ 3,000.	\$ 500.
Brian Timmis	Landscaping Completion	\$ 10,000.	\$ 200.
Mohawk Sports Park	Landscaping Upper Kenilworth	\$ 15,000.	\$ 500.
Lions Gate Park	Lighting	\$ 8,000.	\$ 300.
** Churchill Park	Berming & Planting	\$ 8,000.	\$ 2,500.
** North Central Community Park	Grading, Seeding, fence installation	\$ 6,000.	\$ 500.
Lake Avenue Park	Clean up & Development	\$ 20,000.	\$ 500.
** Churchill Lawn Bowling	Landscaping	\$ 4,000.	\$ 1,000.
* Bow Valley	Fencing	\$ 20,000.	Nil
** Greenford Neigh. Hospital Property	Grading & Seeding	\$ 35,000.	\$ 2,500.
** Gage Park	Upgrading of Lighting Stage 1	\$ 65,000.	\$ 1,000.
Pipeline Property	Landscaping by Blocks 1 of 7	\$ 45,000.	\$ 1,000.
Viewing Areas		\$ 9,500.	Nil
Hill Street	Grading & Landscaping	\$ 80,000.	\$ 2,000.
** Scotts Park	Redevelopment	\$ 48,000.	\$ 1,000.
TOTAL		\$479,000.	\$ 20,300.

/mc

- * Previously committed by Parks and Recreation Committee
- ** Previously considered by Parks and Recreation Committee

REPORT OF THE TRANSPORT AND ENVIRONMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The Transport and Environment Committee presents its TENTH Report for 1989 and respectfully recommends:

1. That the City Solicitor be authorized and directed to amend By-law 87-144 Appointing Municipal Weed Inspectors under The Weed Control Act, to permit the appointment of the following 16 inspectors:

P. Booker	C. Firth-Eagland
A. Boers	C. Gibbs
J. Bovaird	A. Mancini
P. Christie	D. Pomfret
D. Cowan	J. Pook
D. Danby	P. Tompkins
R. Dukworth	R. Wells
R. Farthing	R. Yanke

2. That a purchase order be issued to Eastflo Industrial Sales Inc., Stoney Creek, in the amount of \$13 901.40 for the supply and installation of Two (2) Recessed Impeller H.D. Submersible Pumps at City Hall, Property Department, in accordance with specifications issued by the Manager of Purchasing and Vendor's quotation.

NOTE: Lowest acceptable of three (3) quotations received. Funds provided in Major Maintenance Account No. CH56103 31330.

3. That purchase orders be issued for the provision of Sign Blanks, in accordance with Vendor's tenders as follows:

(a) Acme Identification Products/Owl-Lite Signs, Rexdale

In the amount of \$70 006.32

(b) Flaherty Manufacturing Company Limited, Hamilton

In the amount of \$22 195.00

(c) Mechanical Advertising Inc., Oshawa

In the amount of \$12 415.00

NOTE: Lowest of three (3) tenders received. Funds provided in Sign Material Account CH56154 75999.

4. That a purchase order be issued to Flex-O-Lite Ltd., St. Thomas, for the supply and delivery of Moisture Proof Drop-on Glass Beads, Traffic Operations, as and when required during 1989 at a cost of \$.2230 per pound, Provincial sales tax extra at 8%, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of four (4) tenders received. Funds provided in Pavement Marking Materials Account No. CH56153 75999.

5. That a purchase order be issued to 3M Canada Inc., London, for the supply and delivery of Reflective Sheeting, Traffic Operations, as and when required during 1989 in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Only tender received. Funds provided in Traffic Signs Materials Account No. CH56154 75999.

6. (a) That a purchase order be issued to Fortran Traffic Systems Ltd., Scarborough, for the supply and delivery of Pre-Timed Traffic Controllers, Traffic Operations, as and when required during 1989, at a unit cost of \$6,307, Provincial sales tax extra at 8%, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest acceptable of four (4) tenders received. Funds provided in Signals Material, Account No. CH56152 75999.

- (b) That a purchase order be issued to Tacel Ltd., Toronto, in the amount of \$41,835.02, Provincial sales tax extra at 8%, for the supply and delivery of Vehicle Actuated Traffic Controllers, Traffic Operations, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of four (4) tenders received. Funds provided in Signals Material, Account No. CH56152 75999.

7. That the application of Noel A. Campbell, Solicitor, on behalf of the present owner of 26 Morden Street retain the inadvertent encroachment consisting of a concrete porch and steps measuring 1.25m x 1.98m (4'-1" x 6'-6") be approved during the pleasure of Council provided:

- (a) That the owner enter into an agreement satisfactory to the City Solicitor to indemnify and save the City harmless from all actions, causes of action, interests, claims, demands, costs, damages, expenses and loss.
 - (b) That a first year fee of \$125 and subsequent annual fee of \$20 be set for this privilege.
 - (c) That the Mayor, City Clerk be authorized to sign and execute all necessary documents to implement this agreement.
8. That the application of Mr. Brian Mildren, President of Excalibur Properties and present owner of 91 Burton Street to retain the inadvertent encroachment consisting of wood veranda measuring 0.914m (3.0') x 5.02m (16.5') and wood steps measuring 0.97m (3.2') x 0.816m (2.7') be approved during the pleasure of Council provided:
- (a) That the owner enter into an agreement satisfactory to the City Solicitor to indemnify and save the City harmless from all actions, causes of action, interests, claims, demands, costs, damages, expenses and loss.
 - (b) That a first year fee of \$125 and subsequent annual fee of \$20 be set for this privilege.
 - (c) That the Mayor, City Clerk be authorized to sign and execute all necessary documents to implement this agreement.
9. That the application of Mr. Brian Mildren, President of Excalibur Properties and present owner of 89 Burton Street to retain the inadvertent encroachment consisting of a wood veranda measuring 0.628m (2.1') x 5.33 (17.5') and wood steps measuring 0.78m (2.6') x 0.78m (2.6') be approved during the pleasure of Council provided:
- (a) That the owner enter into an agreement satisfactory to the City Solicitor to indemnify and save the City harmless from all actions, causes of action, interests, claims, demands, costs, damages, expenses and loss.
 - (b) That a first year fee of \$125 and subsequent annual fee of \$20 be set for this privilege.
 - (c) That the Mayor, City Clerk be authorized to sign and execute all necessary documents to implement this agreement.

10. (a) That permission be granted to the City of Stoney Creek to erect directional signs on Centennial Parkway at the following locations:
- i. Centennial Parkway, southbound, south of the Queen Elizabeth Way, in the west boulevard
 - ii. Centennial Parkway, southbound, south of Barton Street, on the west side of the Street
- (b) That all costs associated with the supply, erection and maintenance of these signs be the responsibility of the City of Stoney Creek.
11. That the following City Streets be closed from 4:00 p.m. to 11:00 p.m. on Saturday, June 10, 1989 and on Sunday, June 11, 1989 in order that Comunita Racalmutise Maria Santissima Delmonte may hold a Street Festival:
- Colbourne Street from Park Street to MacNab Street
 - Sheaffe Street from Bay Street to easterly limits of Sheaffe Street
 - Park Street North from Mulberry Street to Barton Street

That the closures be approved during the pleasure of City Council provided:

- (a) That the applicant receive "Temporary Street Closure Application" approval from the Regional Police Department, Traffic Division, and that all barricading, detour signing and traffic control be subject to the direction of the Regional Police Department, and at the expense of the organizing group;
- (b) That temporary road closure signs be installed one week in advance by the City of Hamilton Traffic Department on the affected roadways, at the expense of the organizing group;
- (c) That the applicant ensure that clean-up operations will be carried out immediately before the re-opening of the roads, at no cost to the City;
- (d) That the applicant provide proof of \$1 000 000 public liability insurance, naming the City as an added insured party with a provision for cross liability, and holding the City harmless from all actions, causes of action, interests, claims, demands, costs, damages, expenses and loss;
- (e) That the applicant reimburse the Regional Police, Department of Engineering, City of Hamilton Traffic Department and any other agency for any costs incurred by these agencies as a result of this event;
- (f) That no property owner or resident within the barricaded area be denied access to their property if requested;

- (g) That all property owners and tenants along the closed portion of the route be notified of the Street Festival by the applicant at least four weeks prior to the event in a form acceptable to the Commissioner of Engineering.
12. (a) That the Commissioner of Engineering be authorized to issue purchase orders on behalf of the City of Hamilton in connection with the 1989 maintenance costs for Automatic Protection at Level Crossings, as follows:
- | | |
|---------|----------|
| CN Rail | \$50 840 |
| CN Rail | \$79 000 |
- (b) That the expenditures be charges to Account No. CH57408 52010 (Railway Crossing Maintenance).
13. That the Commissioner of Engineering be authorized to approve banner applications from organizations that have received Council approval previously, provided the banner and application are in accordance with the policy guidelines and specifications approved by Council.
14. That By-law Amendments Number 89-23, 89-24, 89-44, 89-45, 89-62, 89-63, 89-77 and 89-78 which amended the former Traffic By-law 66-100 be passed as new By-law Amendments to amend the new Traffic By-law 89-72.
15. (a) That the existing commercial boulevard parking agreement between the City and Miran's Carpet Services Limited, registered as instrument No. 462313 C.D. to the property at No. 1146 Barton Street East, be discharged at the property owner's expense; and
- (b) That the City Solicitor be directed to prepare the necessary documents in relation to the discharge of this agreement; and
- (c) That the property owner be authorized to execute a revised boulevard parking agreement, which is satisfactory to the City Solicitor and the Director of Traffic Services, to allow parking on the boulevard of Fraser Avenue adjacent to 1146 Barton Street East.
16. (a) That the section of MacNab Street between York Boulevard and Cannon Street be operated two-way; and
- (b) That the section of MacNab Street between York Boulevard and Cannon Street be designated as a truck route.
- (c) That City Traffic By-law 89-72 be amended accordingly.

17. (a) That a stopping prohibition be implemented on the north side of Forest Avenue, commencing at a point 262 feet east of Catharine Street South and extending to a point 45 feet easterly therefrom; and
(b) That City Traffic By-law 89-72 be amended accordingly.
18. (a) That a "One Hour Parking Time Limit" regulation to be in effect 24 hours a day, seven days a week, be implemented on the north side of Colbourne Street between Park Street North and MacNab Street North; and
(b) That a "No Parking, 6:00 a.m. - 6:00 p.m., Monday to Friday" regulation be implemented on the south side of Brant Street commencing at a point 155 feet east of Birch Avenue and extending to a point 137 feet easterly therefrom; and
(c) That City Traffic By-law 89-72 be amended accordingly.
19. (a) That, in combination with the existing alternate side parking regulation, a permit parking regulation be implemented on the south side of Dunsmure Road commencing 78 feet west of Glassco Avenue and extending to a point 20 feet westerly therefrom, and on the north side of Dunsmure Road commencing 85 feet west of Glassco Avenue and extending to a point 20 feet westerly therefrom; and
(b) That the Director of Traffic Services be authorized to issue one parking permit to Mr. John Redden, 1172 Dunsmure Road; and
(c) That, in combination with the existing alternate side parking regulation, a permit parking regulation be implemented on the north side of Somerset Avenue commencing 190 feet west of Barnsdale Avenue North and extending to a point 20 feet westerly therefrom, and on the southside of Somerset Avenue commencing 247 feet west of Barnsdale Avenue North and extending to a point 20 feet westerly therefrom; and
(d) That the Director of Traffic Service be authorized to issue one parking permit to Mr. Joseph Znamecz, 43 Somerset Avenue; and
(e) That City Traffic By-law 89-72 be amended accordingly.

20. (a) That eastbound traffic on Wildewood Avenue be required to stop for northbound and southbound traffic on Kingslea Drive; and
- (b) That westbound traffic on Adler Avenue be required to stop for northbound and southbound traffic on Independence Drive; and
- (c) That City Traffic By-law 89-72 be amended accordingly.
21. (a) That the existing "Permit Parking" regulation on the west side of Park Street North between Barton Street and Colborne Street be removed; and
- (b) That the City Treasurer be authorized to refund to each permit holder the unexpired portion of the paid fee for each parking permit; and
- (c) That City Traffic By-law 89-72 be amended accordingly.
22. That a red overhead flashing light be installed at the intersection of Charlton Avenue and Locke Street.
23. For the information of Council, the Transport and Environment Committee, at its meeting held Monday, May 1, 1989, approved 47 proposed bus shelter locations in the City of Hamilton as appended hereto as Schedule "A", of which 44 shelters are to be installed subject to acquiring the applicable encroachment agreements.
24. That leave be granted to introduce the following Bills:
- (a) B-57 By-law to incorporate Part 2, Plan 62R-10237 into Sinena Avenue
- (b) B-58 By-law to incorporate Part 5, Plan 62R-10239 into Queen Victoria Drive
- (c) B-59 By-law to incorporate Parts 2, 3 and 4, Plan 62R-10239 into Loconder Drive
- (d) B-60 By-law to Authorized the Entering into of an Agreement with Laidlaw Waste Systems Ltd.
- (e) B-61 By-law to Amend By-law 87-144 Respecting Municipal Weed Inspectors
- (f) B-62 By-law to Amend By-law 87-92 to Regulate Traffic
- (g) B-63 By-law to Amend By-law 87-92 to Regulate Traffic

- (h) B-64 By-law to Amend By-law 87-92 to Regulate Traffic
- (i) B-65 By-law to Amend By-law 87-92 to Regulate Traffic
- (j) B-66 By-law to Amend By-law 87-92 to Regulate Traffic
- (k) B-67 By-law to Amend By-law 87-92 to Regulate Traffic
- (l) B-68 By-law to Amend By-law 87-92 to Regulate Traffic
- (m) B-69 By-law to Amend By-law 87-92 to Regulate Traffic
- (n) B-70 By-law to Amend By-law 87-92 to Regulate Traffic
- (o) B-71 By-law to Amend By-law 87-92 to Regulate Traffic

RESPECTFULLY SUBMITTED,

Robert C. Prowse
Secretary
Attach.

ALDERMAN D. CHRISTOPHERSON
ACTING CHAIRMAN
TRANSPORT AND ENVIRONMENT COMMITTEE

/lp

1989 May 01

1989 PROPOSED SHELTER LOCATIONS (sorted by warrant score)
CITY OF HAMILTON

PAGE 1 OF 2

April 25, 1989

NO.	STOP #	LOCATION	SHELTER TYPE	CORNER	WARRANT SCORE	REQUEST ORIGIN	ENCR. REQ'D.
1	51025	CONCESSION ST. @ UPPER SHERMAN AVE.	NAD	S/W	88	CITIZEN	*
2	72367	MELVIN AVE. OPP. ADAIR ST.	NAD	N/SIDE	85	CITIZEN	YES
3	61204	FENNELL AVE. @ WEST 5TH ST.	AD	S/SIDE	83	CITIZEN, COUN. ROSS	YES
4	72101	BURLINGTON ST. @ JOHN ST.	AD	N/E	82	CITIZEN, COUN. AGRO	YES
5	72365	MELVIN AVE. @ PARKDALE AVE.	CAN	N/E	81	CITIZEN	NO
6	72303	BARTON ST. @ WELLINGTON ST.	CAN	N/E	81	CITIZEN	NO
7	72739	MAPLEWOOD AVE. @ BLAKE ST.	NAD	N/E	79	CITIZEN	YES
8	61304	MOHAWK RD. W. @ WEST 5TH ST.	AD	S/E	79	CITIZEN, COUN. ROSS	NO
9	51025	CONCESSION ST. @ HENDERSON HOSPITAL	AD	N/SIDE	78	HENDERSON HOSPITAL	YES
10	80008	JAMES ST. N. @ KING ST. W.	LG	N/W	77	CITIZENS	NO
11	50523	UPPER OTTAWA ST. @ MOHAWK RD. E.	NAD	N/E	77	TRINITY REPLACEMENT	NO
12	72360	MELVIN AVE. @ PARKDALE AVE.	CAN	S/W	76	CITIZEN	NO
13	50029	UPPER JAMES ST. @ CHIPMAN AVE.	AD	S/E	76	CITIZEN	NO
14	90804	KING ST. W. @ JAMES ST. N.	LG	N/W	75	CITIZENS	NO
15	72729	DELAVARE AVE. @ SANFORD AVE.	NAD	N/E	73	KINGDOM HALL CHURCH	NO
16	70809	OTTAWA ST. N. @ BARTON ST. E.	NAD	S/E	73	SHELTER RELOCATION	NO
17	72549	KING ST. E. @ KENILWORTH AVE.	AD	N/E	72	CITIZEN	YES
18	72633	MAIN ST. E. @ BALMORAL AVE.	AD	N/E	71	CIT., SHELTER RELOCT'N	YES
19	50325	UPPER SHERMAN AVE. @ BERKO AVE.	NAD	S/E	71	CITIZEN	NO
20	71414	BEACH BLVD. @ GRANVILLE AVE	AD	N/W	71	COUN. AGOSTINO	NO
21	60110	WEST 5TH ST. @ FENNELL AVE.	AD	S/W	69	CITIZEN	*
22	50704	NEBO RD. @ RYMAL RD.	NAD	N/W	68	CITIZEN	NO
23	61411	LIMERIDGE RD. W. @ KENDALE CRT.	NAD	S/E	67	CITIZEN	YES
24	71340	QUIGLEY RD. @ GREENHILL AVE.	NAD	N/W	66	H.S.R. STAFF	NO

LEGEND:

AD - Advertizing shelter
 NAD - Non Advertizing shelter
 CAN - Canopy shelter
 LG - Large Advertizing shelters for Downtown
 * - Under investigation
 ENCR. REQ'D - Encroachment required

Schedule "A" referred to in Section 23 of the TENTH Report of the Transport and Environment Committee for 1989.

TABLE 1 Cont.

1989 PROPOSED SHELTER LOCATIONS (sorted by warrant score)
CITY OF HAMILTON

PAGE 2 OF 2

April 25, 1989

NO.	STOP #	LOCATION	SHELTER TYPE	CORNER	VARRANT SCORE	REQUEST ORIGIN	ENCR. REQ'D.
25	72126	BURLINGTON ST. @ BIRMINGHAM	NAD	S/W	66	TRINITY REPLACEMENT	NO
26	70919	KENILWORTH AVE. N. @ CANNON ST. E.	AD	S/E	65	TRINITY REPLACEMENT	NO
27	72579	KING ST. @ OWEN PL.	AD	N/E	65	CITIZEN	*
28	60205	GARTH ST. OPP. DENLOW AVE.	AD	E/SIDE	65	CITIZEN	NO
29	50215	UPPER VENTWORTH ST. @ EAST 24TH ST.	NAD	S/E	64	CITIZEN	NO
30	50611	UPPER KENILWORTH AVE. @ FENNEL AVE.	NAD	S/E	64	CITIZEN	YES
31	71321	NASH RD. @ DENTEN ST.	NAD	E/SIDE	64	COUN. ROSS	*
32	51524	STONE CHURCH RD. E. @ LEAWAY AVE.	NAD	S/W	60	CITIZEN	NO
33	50111	UPPER JAMES ST. @ MC ELROY RD.	AD	S/E	60	CITIZEN	NO
34	61526	UPPER HORNING RD. OPP. AMALFI ST.	NAD	S/SIDE	59	CITIZEN, COUNC. ROSS	*
35	72124	BURLINGTON ST. @ WILCOX ST.	NAD	N/W	59	TRINITY REPLACEMENT	NO
36	60107	WEST 5TH ST. @ #133	AD	E/SIDE	59	COUN. MURRAY & ROSS	NO
37	60202	GARTH ST. BTWN SCENIC DR. & DENLOW AVE.	AD	W/SIDE	58	CITIZEN	NO
38	71136	MOUNT ALBION RD. @ ALBRIGHT RD.	AD	N/W	58	CITIZEN	YES
39	61226	SANATORIUM RD. @ #449	NAD	S/SIDE	57	TRINITY REPLACEMENT	NO
40	50211	UPPER VENTWORTH ST. @ MAC LENNAN AVE.	NAD	S/E	57	CITIZEN	NO
41	50133	UPPER WELLINGTON ST. @ 1355/1423	NAD	E/SIDE	57	CITIZEN, STOP RELOCATION	NO
42	60227	GARTH ST. @ GARROW DR.	NAD	S/E	56	TRINITY REPLACEMENT	NO
43	51036	CONCESSION ST. @ EAST 38TH ST.	NAD	S/W	56	CITIZEN	*
44	81234	WHITNEY AVE. @ RIFLE RANGE RD.	NAD	S/W	53	CITIZEN	NO
45	51330	MOHAWK RD. E. @ PALMER RD.	NAD	S/W	52	CITIZEN	NO
46	50250	UPP. VENTWORTH ST. @ STONE CHURCH RD. E.	NAD	N/W	49	CITIZEN	*
47	50435	UPPER GAGE AVE. @ LOCONDER DR.	NAD	S/E	49	TRINITY REPLACEMENT	NO

LEGEND:

AD - Advertizing shelter
 NAD - Non Advertizing shelter
 CAN - Canopy shelter
 LG - Large Advertizing shelters for Downtown
 * - Under investigation
 ENCR. REQ'D - Encroachment required

REPORT OF THE PARKS AND RECREATION COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Parks and Recreation Committee presents its TWELFTH Report for 1989 and respectfully recommends:

1. (a) That the following approvals be granted to the Hamilton Ladies Slo-Pitch Association, in conjunction with their upcoming Annual Tournament scheduled for June 30 to July 3, 1989:
 - i. To sell beer in a confined area, outside of Rosedale Arena at a location satisfactory to city staff.
 - ii. To sell beer in a confined area at Globe Park at a location satisfactory to city staff.
- (b) That permission for the above events be subject to the following terms and conditions:
 - i. That proof of \$2 million Comprehensive General Liability Insurance for Property Damage and Bodily Injury naming the City as co-insured be provided.
 - ii. That the applicant meet all requirements of the Liquor Licence Board of Ontario for issuance of Special Occasion Permits.
 - iii. That the applicant assume responsibility for all labour related costs as a result of this event.
 - iv. That the concessionaire be contacted to make the necessary arrangements for the provision of food.
 - v. That special duty officers deemed necessary by the Hamilton-Wentworth Regional Police be provided at the applicants expense.

NOTE: Approvals are required pursuant to By-Law 77-221.

2. That the Cari-Can Festival organizers be granted permission to sell food and alcoholic beverages on the occasion of the Cari-Can Festival, August 18th to 20th, 1989 in Dundurn Park pavilion, subject to the following terms and conditions:
 - (a) That proof of \$2 million Comprehensive General Liability Insurance for Property Damage and Bodily Injury be provided, same to be submitted 30 days in advance of the event and naming the City as co-insured.
 - (b) That the applicant assume responsibility for all labour related charges associated with the event, (set-up, dismantling, clean-up, etc.)
 - (c) That alcoholic beverages be served in the confined area of the pavilion.
 - (d) That the applicant adhere to all regulations stipulated by the Liquor Licence Board in the provision of alcoholic beverages.
 - (e) That Special Duty Officers as deemed necessary by the Hamilton-Wentworth Regional Police be provided at the applicants expense.
3. That approval be given of the action taken by the Acting Director of Culture and Recreation in approving the request of the International Christian Bikers Association to sell food and non-alcoholic beverages in conjunction with their Motorcycle Show, being held on Saturday, May 06, 1989 in Dundurn Park.
4. That permission be granted Kirkendall Strathcona Neighbourhood House to barbecue at Victoria Park, in conjunction with their annual picnic to be held on June 25, 1989 or in case of rain, July 9, 1989.

NOTE: Approval is required pursuant to Parks By-law 77-221

5. That the Hamilton & District Labour Council be granted permission to sell food and alcoholic beverages on the occasion of their Labour Day Picnic, to be held Monday September 4, 1989 at Dundurn Park, subject to the following terms and conditions:
 - (a) That proof of \$2 million General Liability Insurance for Property Damage and Bodily Injury, naming the city as co-insured be provided.
 - (b) That the applicant assume responsibility for all labour charges associated with the event (set-up, clean-up, etc.).

- (c) That alcoholic beverages be served in the confined area of the pavilion.
- (d) That the applicant adhere to the regulations stipulated by the Liquor Licence Board in the provision of alcoholic beverages.
- (e) That Special Duty Officers as deemed necessary by the Hamilton-Wentworth Regional Police be provided at the applicants expense.

6. That a purchase order be issued to ADT Security System, Hamilton, in the amount of \$16 925 for the upgrading of the existing security system at Dundurn Castle in accordance with Vendor's quotation.

NOTE: Only quotation requested. Funds provided in Security Account No. CH56333 71001.

7. (a) That a purchase order be issued to Isbister Restoration, Dundas, in the amount of \$90 335 for the restoration of the Hamilton Museum of Steam and Technology, accordance with specifications issued by Alan Seymour, Restoration Architect and Vendor's proposal.
- (b) That a contract be entered into satisfactory to the City Solicitor.

NOTE: Lowest acceptable of five (5) proposals received. The total cost for this project is funded by grants from the Region, the Ontario Heritage Foundation and the Ministry of Culture and Communications.

8. (a) That a purchase order be issued to W. H. Reynolds (Cambridge Ltd.), to supply and install bleachers for the disabled at Ivor Wynne Stadium in accordance with the revised specifications.
- (b) That the cost to supply and install these bleachers \$21 058 be charged to Account No. CH 56103 62910 Stadium Improvement Account.

9. For the information of Council, Mrs. Carmen Nemeth was appointed to the Arts Advisory Sub-Committee (with a term of office to expire with the term of Council) to fill the citizen member vacancy created by the non-acceptance of membership by Ms. Pegi McGillivray. This appointment was made by the Parks and Recreation Committee at its meeting held Tuesday, May 2, 1989.

10. That the following Statement of Purpose for the Gift Shop at Dundurn castle BE APPROVED:

The Dundurn castle Gift Shop is owned and operated by the Corporation of the City of Hamilton, under the direction of the Department of Culture and Recreation.

It has been established: a) as the initial contact point for Dundurn castle to sell admission tickets and merchandise b) to provide visitor information (c) to generate revenue for the City of Hamilton.

The items sold in the Shop will reflect the Castle and the collection. They will be appropriate to a museum setting but will not include original artifacts from the Dundurn collection or other sources. The merchandise will be suitable in price, quality and variety for those visiting the facility.

The Shop is there to serve the visitors to Dundurn castle and the park area, as well as the residents of Hamilton and surrounding area.

This statement may not be altered without the consent of the Corporation of the City of Hamilton.

11. (a) That APPROVAL be given to the transfer of ownership of the 1913 Pumping Station, just east of the 1859 Pumphouse, to be transferred from the Regional Municipality of Hamilton-Wentworth to the Corporation of the City of Hamilton, at a date to be determined during 1989; and
- (b) That the Regional Engineering Department continue to maintain the building and assume all normal operating expenses and overhead for 1989.

12. For the information of Council, the Parks and Recreation Committee, at its meeting held Tuesday, May 2, 1989, approved the agreement outlining the purchase by the City of Hamilton of the Ivor Wynne Stadium scoreboard and concession equipment from Maple Leaf Gardens Ltd. and the agreement for the scoreboard maintenance contract, as outlined in a May 2, 1989 letter from Martin and Martin, as per Section 1 of the SEVENTH Report of the Parks and Recreation Committee adopted by Council on March 14, 1989.

RESPECTFULLY SUBMITTED,

Robert C. Prowse,
Secretary

ALDERMAN T. MURRAY, CHAIRMAN
PARKS AND RECREATION COMMITTEE

1989 May 02

/lp

REPORT OF THE PLANNING AND DEVELOPMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Planning and Development Committee presents its THIRTEENTH Report for 1989 and respectfully recommends:

1. That the Building Commissioner **BE AUTHORIZED** to issue demolition permits for the following properties:
 - (a) 318 Jackson Street West
 - (b) 882 Upper Wentworth Street

2. That the Director of Community Development **BE AUTHORIZED** to process the following grant/loan(s) in the amounts not to exceed \$7,500. The actual amount of grant or loan to be determined by inspection of the property under the Property Standards By-law 74-74 and pursuant to Regulation 506 (R.R.O. 1980) under The Housing Development Act for the Ontario Home Renewal Programme.
 - (a) Hugh & Verna Adams
603 Queensdale Avenue East
 - (b) Stephen & Margaret Mark
9 Coral Drive
 - (c) William & Helen Stewart
19 East 15th Street
 - (d) Maria Hanas
179 West 26th Street

3. That **APPROVAL** be given to Zoning Application 88-26, J.C. Leech-Porter, owner, for a further modification to the "E" (Multiple Dwellings, Lodges, Clubs, etc.) District regulations for lands located at 1780, 1790, 1796 and 1808 Main Street West, applicable to the lands shown as Block "2" on the attached map marked as **APPENDIX "A"**, on the following basis:
 - (a) That the "E" (Multiple Dwellings, Lodges, Clubs, etc.) District regulations as contained in Section 11 of Zoning By-law No. 6593, as amended by By-law No. 89-126, applicable to the lands shown as Block "2" on the attached map marked as **APPENDIX "A"**, be further modified to include the following variance as a special requirement:

- (i) That Section 4 of By-law No. 89-126 be amended by adding the following as clause (f), and renumbering clauses (f) and (g) as (g) and (h):
 - (f) That notwithstanding Table 3 referred to in Section 18A.(1)(c) of By-law No. 6593, not less than two (2) loading spaces having a minimum size of 9.0m (length) x 3.7m (width) x 4.3m (height) shall be required for a senior citizens multiple dwelling that contains not more than 143 dwelling units;
- (b) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1113a, and that the subject lands on Zoning District Maps W-50 and W-51 be notated S-1113a;
- (c) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Maps W-50 and W-51 for presentation to City Council;
- (d) That the proposed modification in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the By-law is to amend By-law No. 89-126 by further modifying the proposed "E" (Multiple Dwellings, Lodges, Clubs, etc.) District zoning for lands located at 1780, 1790, 1796 and 1808 Main Street West.

The effect of the By-law is to allow for the provision of two loading spaces having a minimum size of 9.0m (length) x 3.7m (width) x 4.3m (height), whereas two loading spaces having a minimum size of 9.0m (length) x 3.7m (width) x 4.3m (height) and 18.0m (length) x 3.7m (width) x 4.3m (height) are required, in conjunction with a senior citizens multiple dwelling containing not more than 143 dwelling units.

- 4. That the Regional Municipality of Hamilton-Wentworth **BE REQUESTED** to grant a one year extension to the draft approval for "Ridgeview Estates" subdivision (Regional File No. 25T-76046).
- 5. That By-law 88-230, in its entirety, **BE REPEALED** since it has been rendered invalid as a result of Bill 128 which prohibits municipalities from distinguishing between unrelated and related persons respecting the occupancy of a building.

NOTE: On 1989 February 27, the Province amended the Planning Act to make it illegal for municipalities to distinguish between related and unrelated persons, respecting the occupancy of a building. Accordingly, the "Family" definition (established by By-law 88-230) contained in Zoning By-law 6593 is now invalid.

In addition, By-law 88-230 amended other sections of the Zoning By-law to ensure that the Zoning By-law remained consistent vis a vis the introduction of the new "Family" definition. In particular, the provisions of Zoning By-law 6593 dealing with lodgers was revoked and incorporated into the definition of "Family" as enacted by By-law 88-230. Since the new definition of "Family" is no longer valid, lodgers are prohibited in Class "A" dwelling units. This is inconsistent with the intent of the Zoning By-law.

6.

That **APPROVAL** be given to the following Neighbourhood Plan amendments:

- (a) That the approved Corktown Neighbourhood Plan be amended by redesignating the lands at 175 Hunter Street East, as shown as Block "1", on Schedule "A" attached herewith and marked **APPENDIX "B"**, from "Medium Density Apartments" to "High Density Apartments".
- (b) That the approved North End East Neighbourhood Plan be amended as follows:
 - (i) By redesignating the lands on the east side of James Street North between Macauley Street East and Wood Street East, as shown as Block "1" on Schedule "B" attached herewith and marked **APPENDIX "C"**, from "Single and Double" residential to "Attached Housing".
 - (ii) By redesignating the lands on the north side of Macauley Street East and east of James Street North, as shown as Block "2" on Schedule "B" attached herewith and marked **APPENDIX "C"**, from "Single and Double" residential to "Attached Housing".
 - (iii) By redesignating the lands on the east side of James Street North between Simcoe Street East and Ferrie Street East, as shown as Block "3" on Schedule "B" attached herewith and marked **APPENDIX "C"**, from "Low Density Apartments" to "Attached Housing".
 - (iv) By redesignating the lands on the east side of James Street North between Strachan Street East and Simcoe Street East, as shown as Block "4" on Schedule "B" attached herewith and marked **APPENDIX "C"**, from "Low Density Apartments" to "Attached Housing".
- (c) That the approved Rushdale Neighbourhood Plan be amended by redesignating the lands on the north side of Stone Church Road East adjacent to the Hydro Right-of-Way, as shown as Block "1" on Schedule "C" attached herewith and marked **APPENDIX "D"**, from "Single and Double" residential to "Attached Housing".

- (d) That the approved Strathcona Neighbourhood Plan be amended as follows:
- (i) The Special designation of reference to City Council Minutes dated 1980 June 24, be removed from the lands between Margaret Street and Locke Street South, between Main Street West and King Street West, as shown as Block "1" on Schedule "D" attached herewith and marked APPENDIX "E".
 - (ii) By redesignating the lands on the east side of Margaret Street between Main Street West and King Street West, as shown as Block "2" on Schedule "D" attached herewith and marked APPENDIX "E", from "Single and Double" residential to "Attached Housing".
- (e) That the approved Thorner Neighbourhood Plan be amended by redesignating the dead end portion of Deerborn Drive adjacent to 2 Southampton Drive, as shown as Block "1" on Schedule "E" attached herewith and marked APPENDIX "F" from "Road Allowance" to "Parks and Recreational".
- (f) That the approved Trenholme Neighbourhood Plan be amended by redesignating the lands at the south east corner of Upper Ottawa Street and Limeridge Road East, as shown as Block "1" on Schedule "F" attached herewith and marked APPENDIX "G", from "Attached Housing" to "Civic and Institutional".
- (g) That the approved Vincent Neighbourhood Plan be amended by redesignating the lands on the east side of Quigley Road between the T.H. & B. Railway and Tindale Court, as shown as Block "1" on Schedule "G" attached herewith and marked APPENDIX "H", from "Commercial" to "Civic and Institutional".

NOTE: The purpose of the amendments to the Neighbourhood Plans is to recognize current land use which will remain for the indeterminate future and to redesignate properties which are no longer suitable for its designed use, due to adjacent development.

These amendments have been identified through administration of Neighbourhood Plans, and are part of the housekeeping process.

7. That **APPROVAL** be given to Zoning Application 88-113, Wellington Chase Inc., owner, for a change in zoning from "RT-20" (Townhouse - Maisonette) District to "C" (Urban Protected Residential, etc.) District, for the rear part of properties municipally known as 3 and 7 Bonaparte Road, as shown on the attached map marked as **APPENDIX "I"**, on the following basis:

- (a) That the subject lands be rezoned from "RT-20" (Townhouse - Maisonette) District to "C" (Urban Protected Residential, etc.) District;
- (b) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-18D for presentation to City Council;
- (c) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning area; and
- (d) That the Barnstown Neighbourhood Plan be amended by redesignating the subject lands from "Attached Housing" to "Single and Double" residential.

NOTE: The purpose of the By-law is to provide for a change in zoning from "RT-20" (Urban Protected Residential, etc.) District, for the rear part of properties municipally known as 3 and 7 Bonaparte Road.

The effect of the By-law is to establish uniform zoning for the two residential lots fronting onto Bonaparte Road, to permit the construction of two single-family detached dwellings.

8. That **APPROVAL** be given to Zoning Application 88-135, Lawrence Richard Desaulniers, lessee, for a modification to the established "K" (Heavy Industry) District to legalize seven lodging rooms in conjunction with the existing tavern for the property located at 172 Beach Road, as shown on the attached map marked as **APPENDIX "J"**, on the following basis:

- (a) That the "K" (Heavy Industry) District regulations as contained in Section 17 of Zoning By-law No. 6593, applicable to the subject lands, be modified to include the following variance as a special requirement:
 - (i) That notwithstanding Section 17.(1) a lodging house for the accommodation of a maximum of seven (7) persons shall be permitted within the existing building;
 - (ii) That notwithstanding Section 18A.(1) no parking shall be required for the lodging house referred to in (i) above.
- (b) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1125, and that the subject lands on Zoning District Map E-42, be notated S-1125;

- (c) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-42 for presentation to City Council;
- (d) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the By-law is to provide for a modification to the established "K" (Heavy Industry) District zoning for lands located at 172 Beach Road.

The effect of the By-law is to permit a lodging house for the accommodation of a maximum of seven (7) persons within the existing building ("R" Place Tavern).

In addition, the By-law provides a variance to waive the requirement for the provision of four (4) parking spaces for the lodging house.

9. That APPROVAL be given to Zoning Application 89-09, Giovanni Marazzato, owner, for a change in zoning from "B-1" (Suburban Agriculture and Residential, etc.) District to "C" (Urban Protected Residential, etc.) District for property located at 142 Stone Church Road West, as shown on the attached map marked as APPENDIX "K", on the following basis:

- (a) That the subject lands be rezoned from "B-1" (Suburban Agriculture and Residential, etc.) District to "C" (Urban Protected Residential, etc.) District;
- (b) That the Section 2 of By-law No. 66-134 passed by City Council on 1966 April 26, be deleted and that the subsequent sections be appropriately amended;
- (c) That the City Solicitor be directed to prepare a by-law to amend Zoning By-law No. 6593 and Zoning District Map W-9C for presentation to City Council;
- (d) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the By-law is to provide for a change in zoning from "B-1" (Suburban Agriculture and Residential, etc.) District to "C" (Urban Protected Residential, etc.) District for property located at 142 Stone Church Road West.

The effect of the By-law is to create a building lot for a single-family detached dwelling, fronting onto Stone Church Road West.

10. That APPROVAL be given to Zoning Application 89-26, Linda MacKenzie and Sharon Addison, lessees, for a modification to the established "M-14" (Prestige Industrial) District, for property located at 10 Hempstead Drive, as shown on the attached map marked as APPENDIX "L", on the following basis:

(a) That the "M-14" (Prestige Industrial) District regulations as contained in Section 17F of Zoning By-law No. 6593, applicable to the subject lands be modified to include the following variance:

(i) That notwithstanding Section 17F(1)(b) of Zoning By-law 6593, the following commercial uses shall be permitted within the existing building:

<u>Commercial Uses</u>		<u>Identification</u>
		<u>No.</u>
1.	Other Amusement and Recreational Services n.e.c., restricted to:	9699
1.1	An indoor miniature golf course.	
2.	Licensed Restaurant, only in conjunction with an indoor miniature golf course.	9211
3.	Unlicensed Restaurant (excluding drive-in), only in conjunction with an indoor miniature golf course.	9212

(b) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1124, and that the subject lands on Zoning District Map E-59D be notated S-1124;

(c) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-59D for presentation to City Council; and,

(d) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of this By-law is to modify the established "M-14" (Prestige Industrial) District for property located at 10 Hempstead Drive.

The effect of the By-law is to permit the following additional uses within the existing building:

- (a) indoor miniature golf course; and,
- (b) a restaurant in conjunction with the indoor miniature golf course.

11. (A) That **APPROVAL** be given to Official Plan Amendment No. 77 to redesignate the subject lands from:

- (a) "Open Space" to "Residential";
- (b) "Residential" to "Open Space";
- (c) "Major Institutional" to "Open Space"; and
- (d) "Major Institutional" to "Residential";

and that the City Solicitor be directed to prepare a by-law to amend the Official Plan for submission to the Regional Municipality of Hamilton-Wentworth.

(B) That **APPROVAL** be given to Zoning Application 89-11, Di Cenzo Construction Co. Ltd., owner, for changes in zoning from "AA" (Agricultural) District to "A" (Conservation, Open Space, Park and Recreation) District (Block "1"); to "C" (Urban Protected Residential, etc.) District (Blocks "2" and "8") to "R-4" (Small Lot Single-Family Detached) District (Blocks "3" and "4"), and to "RT-20" (Townhouse - Maisonette) District (Blocks "5", "6" and "7"), for lands located south of Rymal Road East and east of Miles Road, as shown on the attached map marked as **APPENDIX "M"**, on the following basis:

- (a) That the lands described as Block "1" be rezoned from "AA" (Agricultural) District to "A" (Conservation, Open Space, Park and Recreation) District;
- (b) That the lands described as Blocks "2" and "8" be rezoned from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District;
- (c) That the lands described as Blocks "3" and "4" be rezoned from "AA" (Agricultural) District to "R-4" (Small Lot Single-Family Detached) District;
- (d) That the lands described as Blocks "5", "6" and "7" be rezoned from "AA" (Agricultural) District to "RT-20" (Townhouse-Maisonette) District;
- (e) That the "RT-20" (Townhouse-Maisonette) District regulations as contained in section 10E of Zoning By-law No. 6593 applicable to the lands described as Blocks "5", "6" and "7" be modified to include the following variance as a special provision:
 - (i) That Section 10E(2)(a)3. shall not apply;
- (f) That the City Solicitor be directed to prepare a by-law to amend Zoning By-law No. 6593 and Zoning District Maps E-38E and E-49E for presentation to City Council;

- (g) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1126, and that the subject lands on Zoning District Maps E-38E and E-49E be notated S-1126;
- (h) That the proposed change in zoning will be in conformity with the Official Plan for the Hamilton Planning Area upon the approval of Official Plan Amendment No. 77 by the Regional Municipality of Hamilton-Wentworth;
- (i) That the Broughton East and Broughton West Neighbourhood Plans be appropriately amended in accordance with the attached maps marked as APPENDICES "N" and "O".

NOTE: The purpose of the By-law is to provide for the following changes in zoning for property located south of Rymal Road East and east of Miles Road;

- (a) Block "1" - Change from "AA" (Agricultural) District to "A" (Conservation, Open Space, Park and Recreation) District;
- (b) Blocks "2" and "8" - Change from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District;
- (c) Blocks "3" and "4" - Change from "AA" (Agricultural) District to "R-4" (Small Lot Single-Family Detached) District;
- (d) Blocks "5" "6" and "7" - Change from "AA" (Agricultural) District to "RT-20" (Townhouse-Maisonette) District, modified.

The effect of the By-law is to permit development of the subject lands on the following basis:

- (e) Block "1" - Establish an Open Space Area (Parkland);
- (f) Blocks "2" and "8" - Permit development for single-family detached dwellings;
- (g) Blocks "3" and "4" - Permit development for "small lot" single-family detached dwellings;
- (h) Blocks "5" "6" and "7" - Permit development for townhouses, excluding street townhouses.

- (C) That **APPROVAL** be given to Subdivision Application 88-19, Di Cenzo Construction Co. Ltd., owner, to establish a draft plan of subdivision south of Rymal Road and west of Upper Gage Avenue subject to the following conditions:
- (a) That approval apply to the plan prepared by A. J. Clarke and Associates, dated 1988 September 19, revised to show 282 lots, 8 blocks (Blocks "282" to "290") for development with adjacent lands, 3 blocks (Blocks "291", "292" and "293") for townhouse development, 1 block (Block "294") for park purposes, 2m x 2m daylight triangles at L-shaped roadways, 12m x 12m daylight triangles at the intersection of Upper Gage Avenue and Street "C", a widening on Street "C" to 26.0m road width, 4 blocks (Blocks "295" to "299") for 0.3m reserves, a 15m radius turnaround road and a relotting of lots fronting on Upper Gage Avenue.
 - (b) That the road allowances be dedicated as a public highway on the final plan.
 - (c) That the streets be named to the satisfaction of the City of Hamilton and the Regional Municipality of Hamilton-Wentworth.
 - (d) That the final plan conform with the Zoning By-law approved under The Planning Act.
 - (e) That the owner convey 5% of the lands included in the plan to the City of Hamilton for park purposes, said conveyance to comprise part of Block "294".
 - (f) That such easements as may be required for utility or drainage purposes be granted to the appropriate authority.
 - (g) That the owner provide the City of Hamilton with a certified list showing the net area and width of each lot and block in the final plan.
 - (h) That the dead-ends and open sides of the road allowances (Blocks "295" to "299") created by the plan be terminated in 0.3m reserves to be conveyed to the City of Hamilton and be held by the City until required for the future extension of the road allowances or development of adjacent lands.
 - (i) That Blocks "282" to "290" inclusive be developed only in conjunction with abutting lands.

- (j) That the owner shall erect a sign in accordance with Section XI of the subsequent Subdivision Agreement prior to the issuance of a final release by the City of Hamilton.
- (k) That the owner establish a 15.0m turnaround road at the termination of Beaverbrook Avenue, a road which was draft approved under Regional File No. 25T-79018 (Lillian Heights).
- (l) That the owner agree in writing to satisfy all the requirements, financial and otherwise, of the City of Hamilton.
- (m) That a Subdivision Agreement be entered into by the Corporation of the City of Hamilton and the owner to provide for compliance with the conditions of approval established by the Hamilton-Wentworth Region with respect to this application (SA-88-19), Di Cenzo Construction Co. Ltd, owner, proposed draft plan of subdivision, and that the City execute the agreement when the said conditions have been met and the City's share of the cost of installing municipal services has been approved by City Council.

12. That the Falkirk East Neighbourhood Plan land use designations BE **AMENDED** as shown on Map 1, attached herewith and marked **APPENDIX "P"**.

NOTE: The Parks and Recreation Committee forwarded a land exchange proposal to the Planning and Development Committee for consideration. The request to exchange the lands was made by the Hamilton-Wentworth Roman Catholic Separate School Board. This request requires a neighbourhood plan amendment before it can be processed by the Parks and Recreation Committee.

From a planning point of view, the land exchange would be beneficial to the neighbourhood residents. It provides for a direct access to the proposed separate secondary school from Upper Paradise Road. This would reduce traffic associated with the secondary school on the interior streets of the neighbourhood.

The proposed land exchange would meet the City's planning objectives. Therefore, the requested land exchange should be granted.

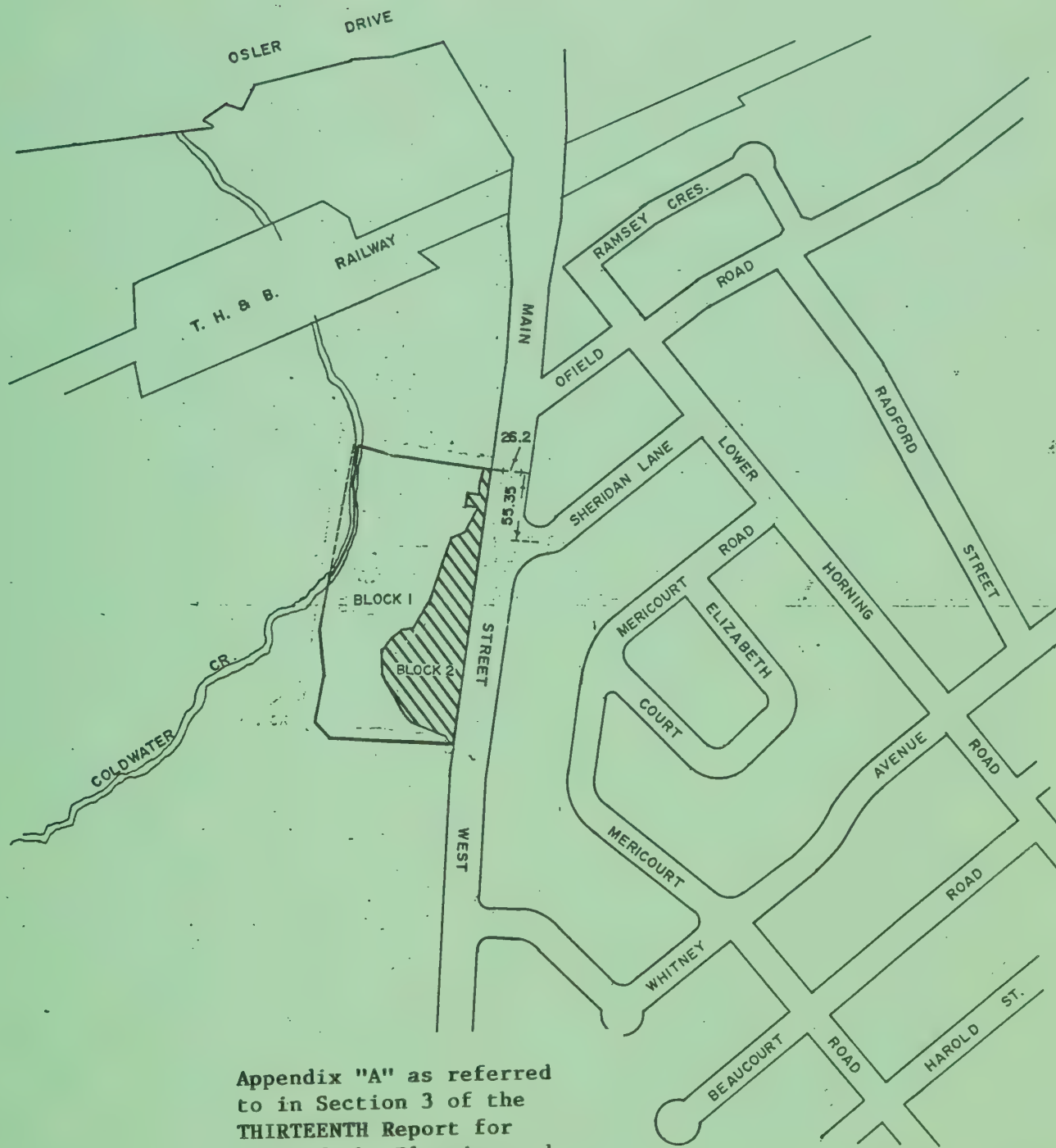
13. That leave BE GRANTED to introduce the following Bills:

- (a) Bill D-51 A By-law to adopt Official Plan Amendment No. 75 respecting land known municipally as 1170 to 1200 Upper James Street, within the Kernighan Neighbourhood.
- (b) Bill D-52 A By-law to adopt Official Plan Amendment No. 76 respecting lands located at the south-west corner of Rymal Road East and Ryckman Street, within the Allison Neighbourhood.
- (c) Bill D-53 A By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 10 Hempstead Drive.

Respectfully submitted,

ALDERMAN J. SMITH, CHAIRMAN
PLANNING AND DEVELOPMENT COMMITTEE

Susan K. Reeder
Secretary
1989 April 26



Appendix "A" as referred
to in Section 3 of the
THIRTEENTH Report for
1989 of the Planning and
Development Committee.

NOTE: ALL DIMENSIONS ARE IN METRES

CITY OF HAMILTON

APPENDIX "A"

Regional Municipality of Hamilton-Wentworth
Planning and Development Department

Legend



"E-H" (Multiple Dwellings, Lodges, Clubs, etc.)
District, Modified.

North



Scale

NOT TO SCALE

Date

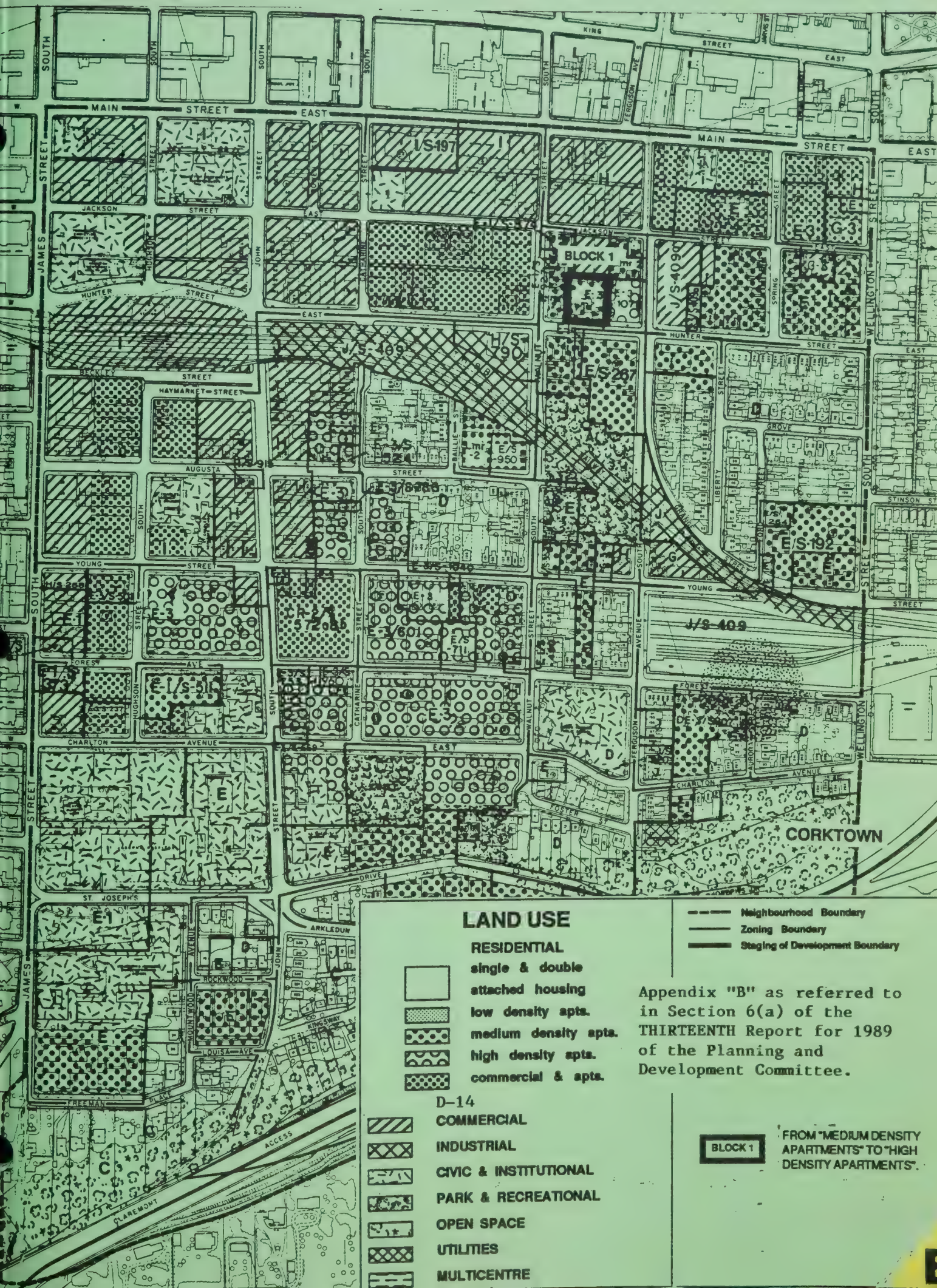
FEB., 1989

Reference File No.

ZA 88 - 26






Drawn By

R. J. M.





LAND USE




RESIDENTIAL

-  single & double attached housing
-  low density apts.
-  medium density apts.
-  high density apts.
-  commercial & apts.

D-14

COMMERCIAL

-  INDUSTRIAL
-  CIVIC & INSTITUTIONAL
-  PARK & RECREATIONAL
-  OPEN SPACE
-  UTILITIES
-  MULTICENTRE

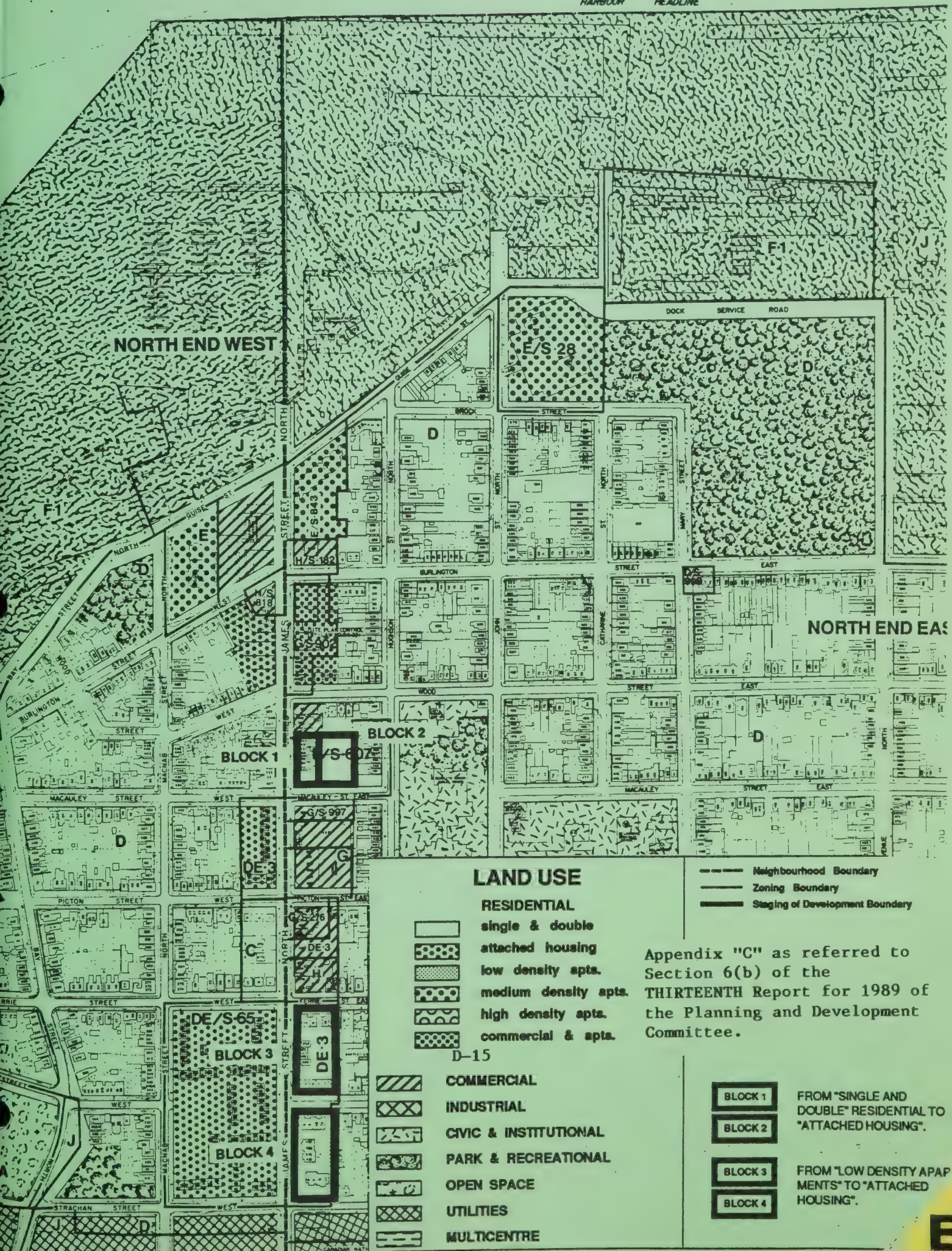
-  Neighbourhood Boundary
-  Zoning Boundary
-  Staging of Development Boundary

Appendix "B" as referred to in Section 6(a) of the THIRTEENTH Report for 1989 of the Planning and Development Committee.

BLOCK 1







FROM "MEDIUM DENSITY APARTMENTS" TO "HIGH DENSITY APARTMENTS".

E



LAND USE

RESIDENTIAL

-  single & double
-  attached housing
-  low density apts.
-  medium density apts.
-  high density apts.
-  commercial & apts.

D-15

COMMERCIAL

INDUSTRIAL




CIVIC & INSTITUTIONAL

PARK & RECREATIONAL

OPEN SPACE

UTILITIES

MULTICENTRE

-  Neighbourhood Boundary
-  Zoning Boundary
-  Staging of Development Boundary

Appendix "C" as referred to Section 6(b) of the THIRTEENTH Report for 1989 of the Planning and Development Committee.

BLOCK 1

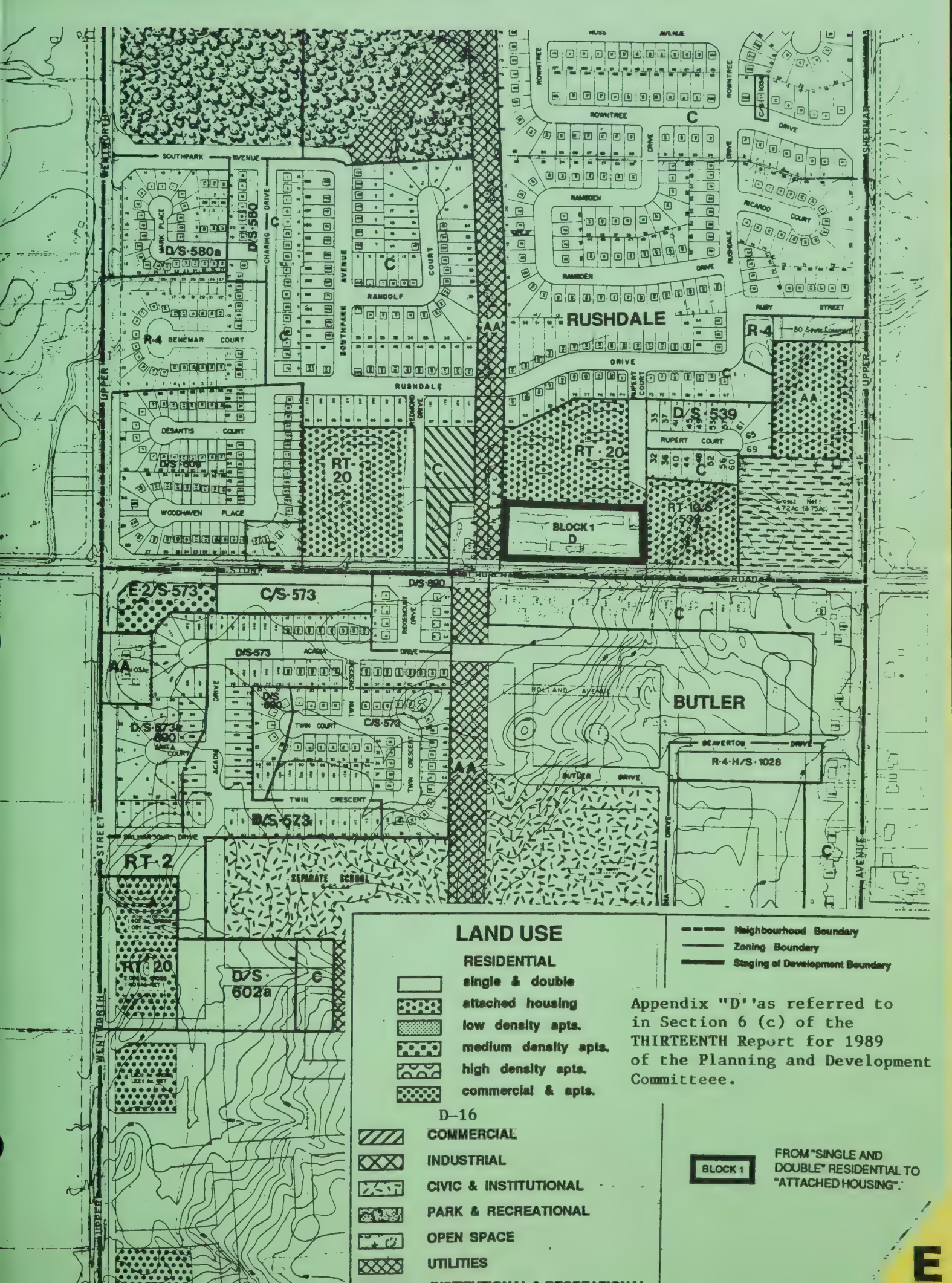
FROM "SINGLE AND DOUBLE" RESIDENTIAL TO "ATTACHED HOUSING".

BLOCK 2

BLOCK 3

FROM "LOW DENSITY APARTMENTS" TO "ATTACHED HOUSING".

BLOCK 4



LAND USE

RESIDENTIAL

- single & double
- attached housing
- low density apts.
- medium density apts.
- high density apts.
- commercial & apts.

D-16

- COMMERCIAL
- INDUSTRIAL
- CIVIC & INSTITUTIONAL
- PARK & RECREATIONAL
- OPEN SPACE
- UTILITIES

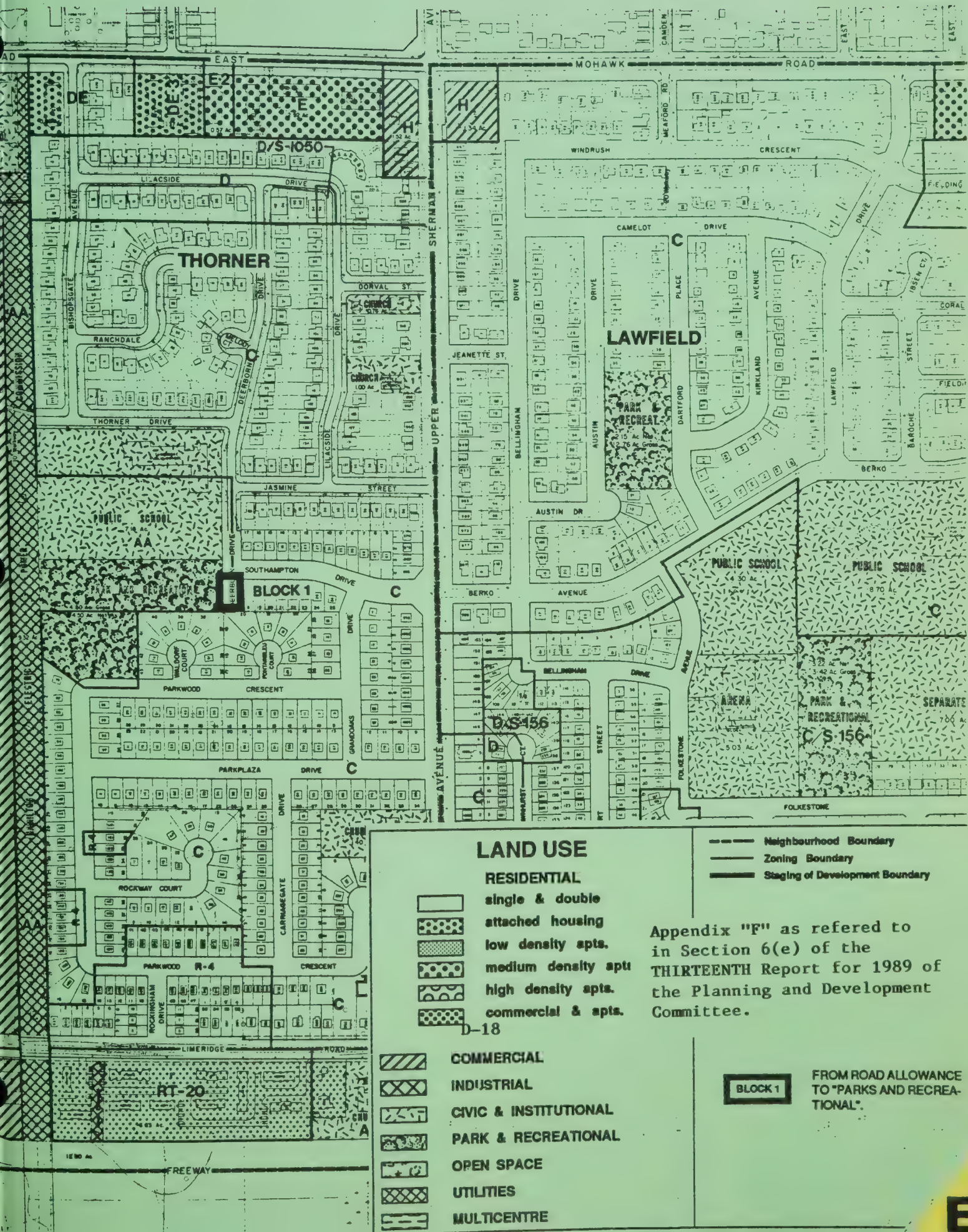
- Neighbourhood Boundary
- Zoning Boundary
- Staging of Development Boundary

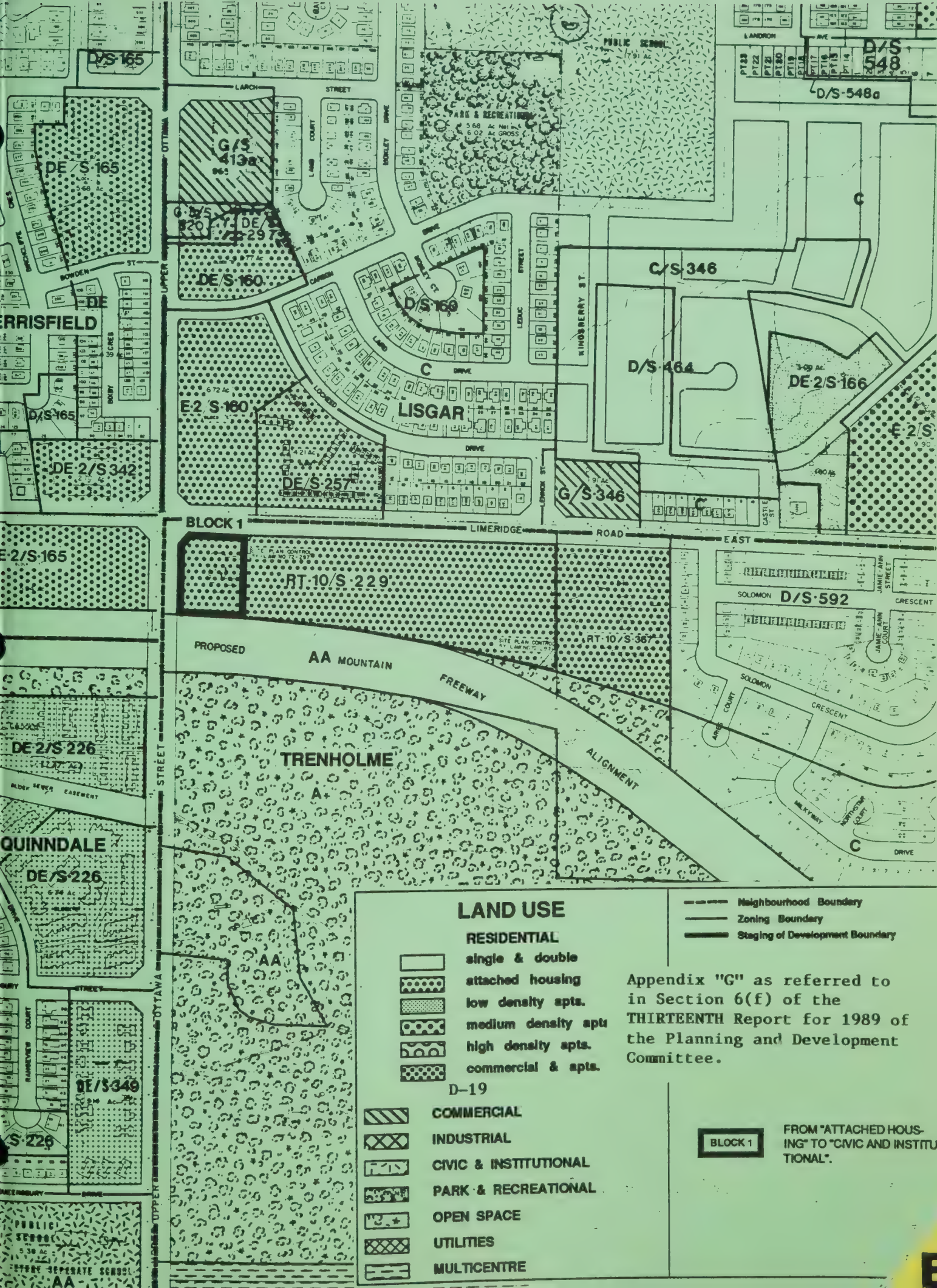
Appendix "D" as referred to in Section 6 (c) of the THIRTEENTH Report for 1989 of the Planning and Development Committee.

BLOCK 1

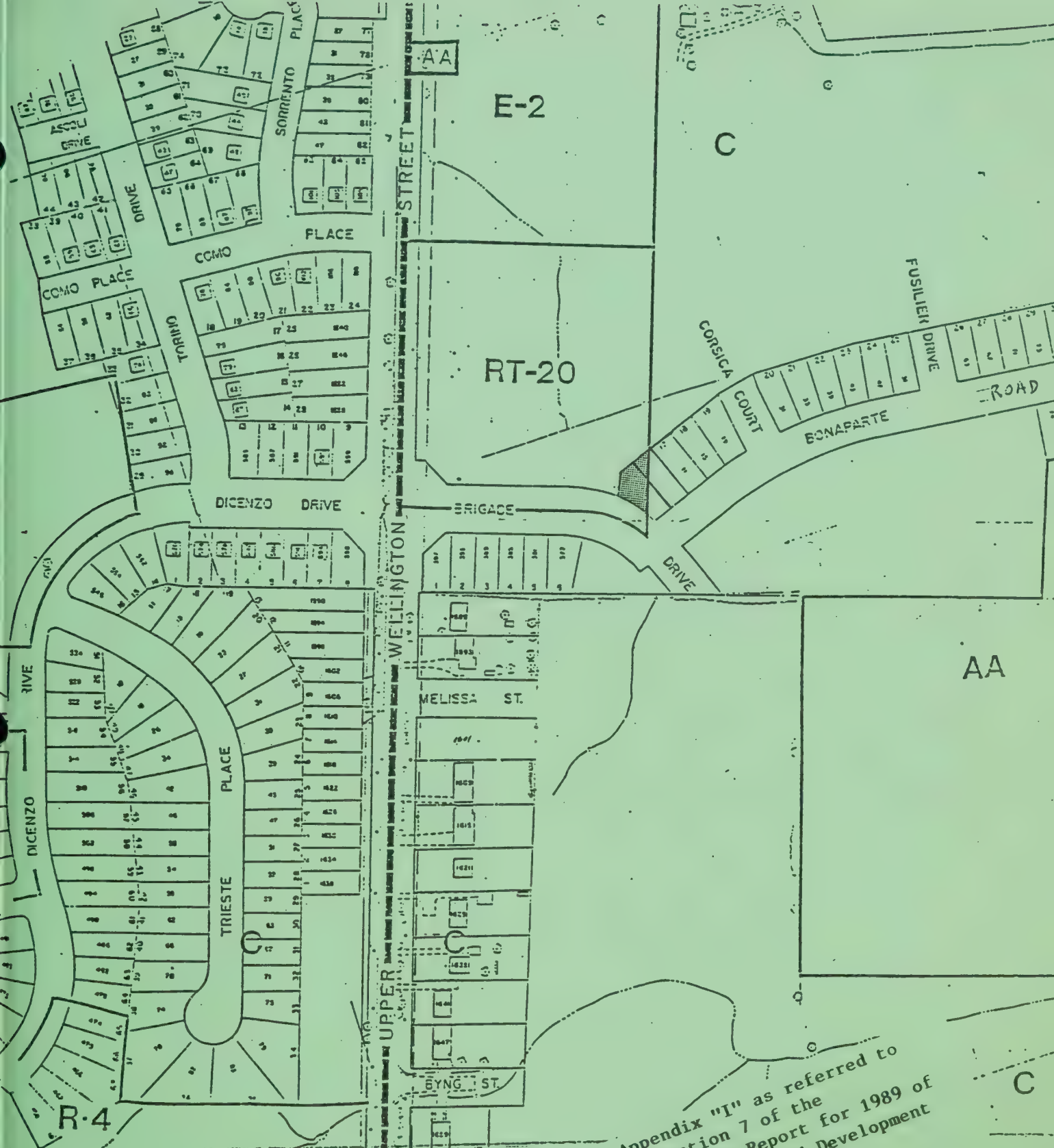
FROM "SINGLE AND DOUBLE" RESIDENTIAL TO "ATTACHED HOUSING".

E







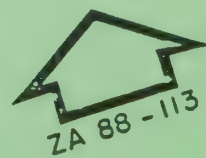


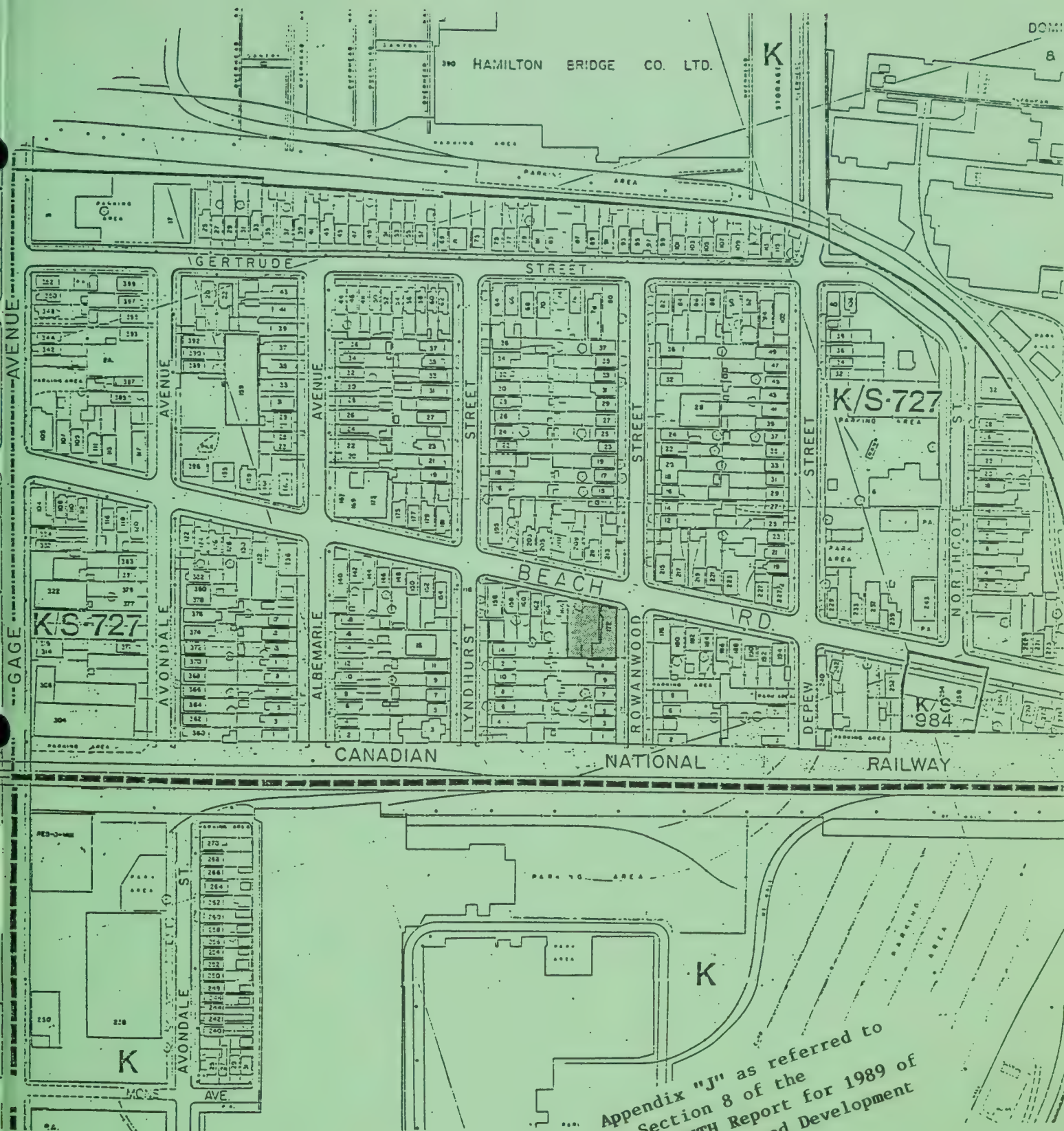
Legend



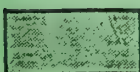
Site of the Application

Appendix "I" as referred to
in Section 7 of the
THIRTEENTH Report for 1989 of
the Planning and Development
Committee.



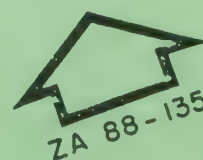


LEGEND



SITE OF THE APPLICATION

Appendix "J" as referred to
in Section 8 of the
THIRTEENTH Report for 1989 of
the Planning and Development
Committee.



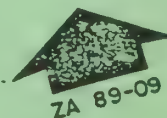


Legend



Site of the Application

Appendix "K" as referred to in
Section 9 of the
THIRTEENTH Report for 1989
of the Planning and Development
Committee.



OTJAWA
UPPER



LEGEND

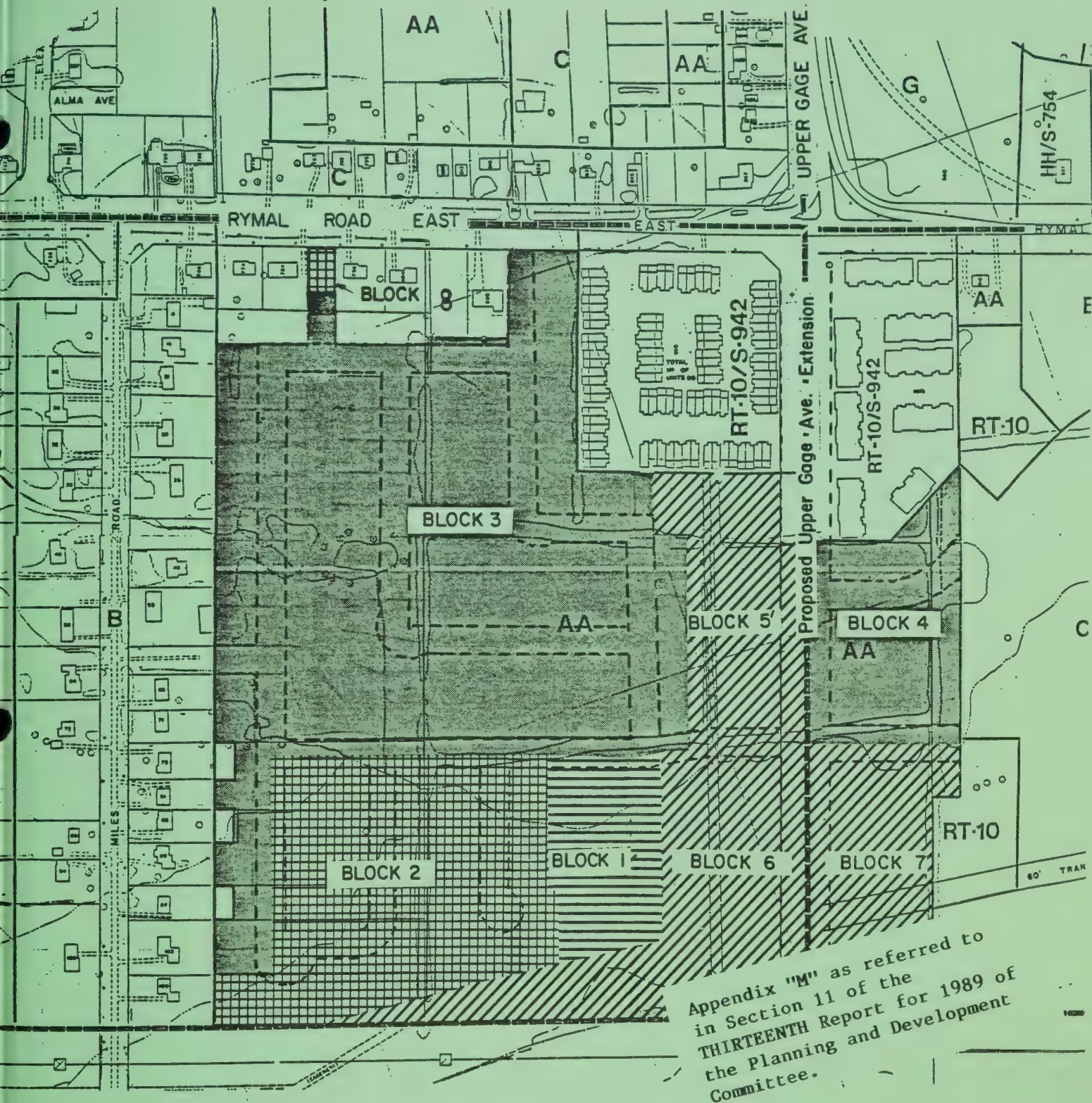


SITE OF THE APPLICATION

Appendix "L" as referred to
in Section 10 of the
THIRTEENTH Report for 1989 of
the Planning and Development
Committee.



APPENDIX "A"



LEGEND

PROPOSED CHANGE IN ZONING FROM "AA" (AGRICULTURAL) DISTRICT TO:

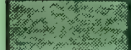
BLOCK 1



BLOCKS 2 & 8



BLOCKS 3 & 4



BLOCKS 5, 6 & 7



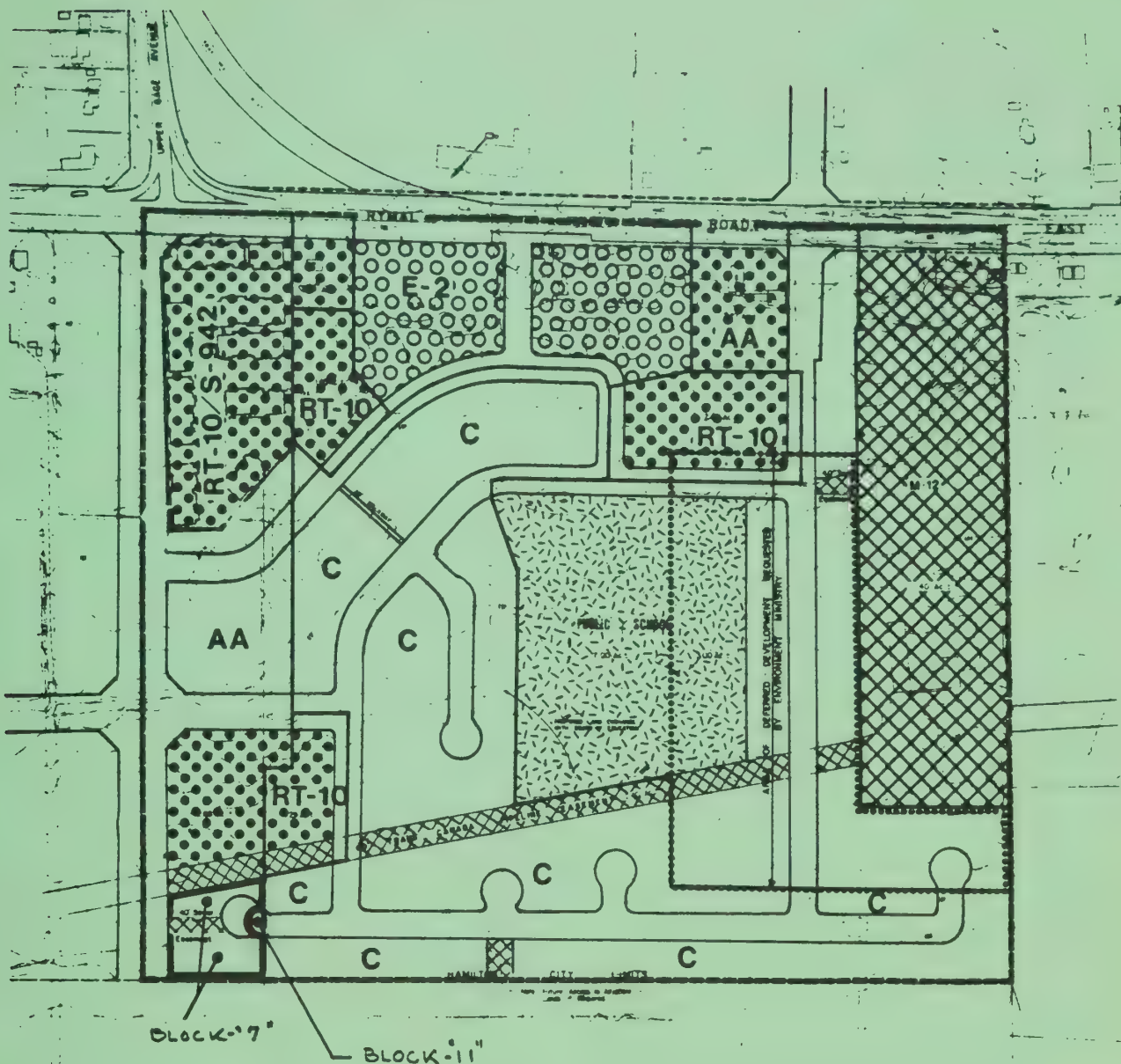
"A" (CONSERVATION, OPEN SPACE, PARK AND RECREATION) DISTRICT

"C" (URBAN PROTECTED RESIDENTIAL, ETC.) DISTRICT.

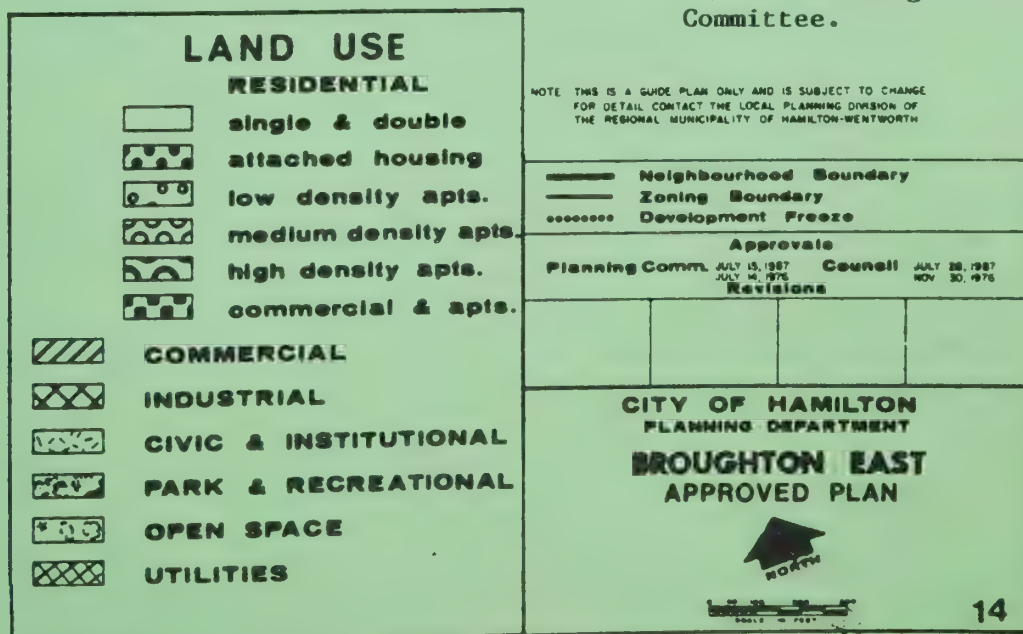
"R-4" (SMALL LOT SINGLE-FAMILY DETACHED) DISTRICT.

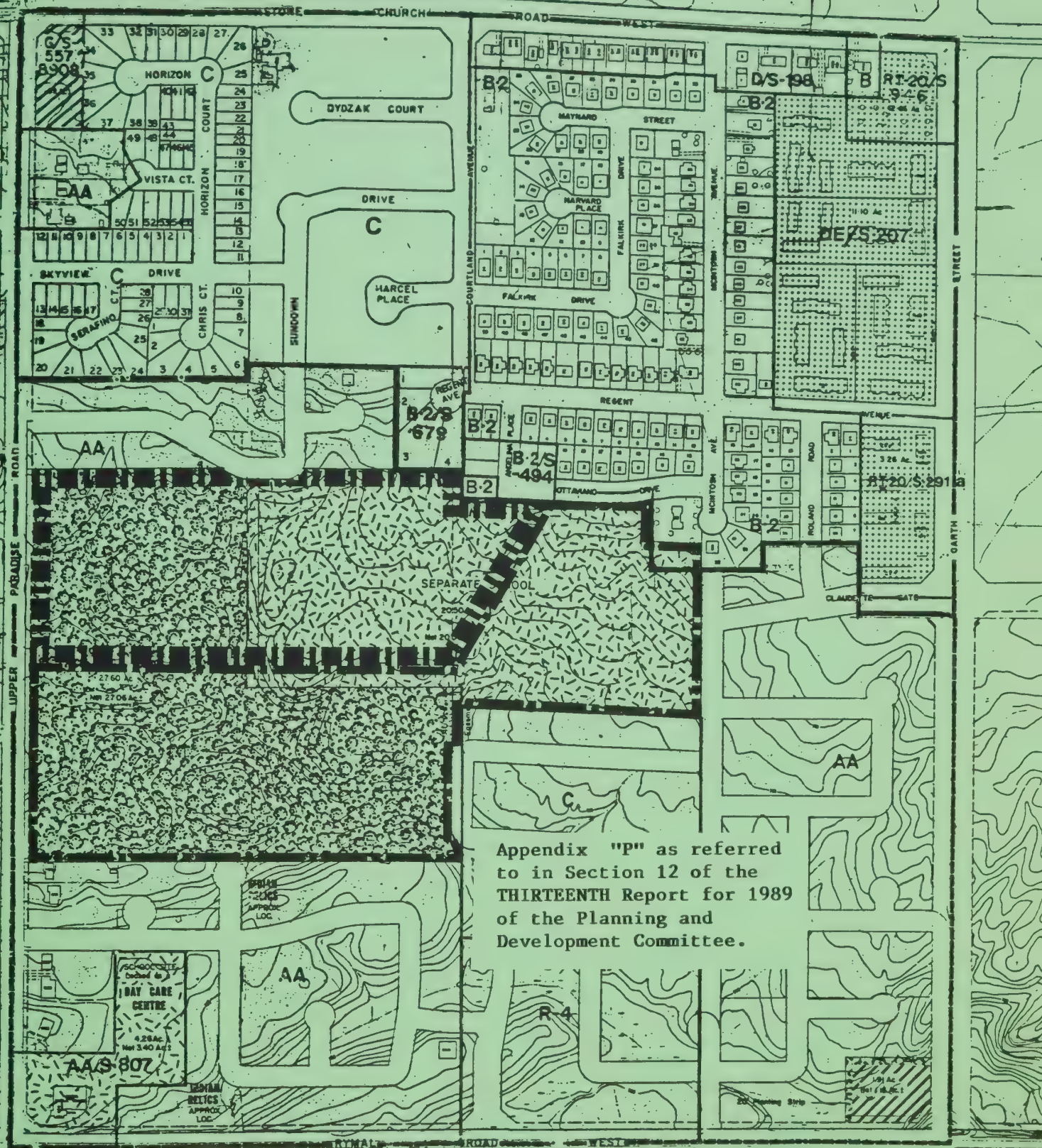
"RT-20" (TOWNHOUSE - MAISONETTE) DISTRICT.





Appendix "O" as referred to in Section 11(B)(i) of the THIRTEENTH Report for 1989 of the Planning and Development Committee.





Appendix "P" as referred to in Section 12 of the THIRTEENTH Report for 1989 of the Planning and Development Committee.

PROPOSED NEIGHBOURHOOD CHANGE

- CIVIC AND INSTITUTIONAL (PROPOSED SECONDARY SEPARATE SCHOOL SITE 19.80 Ac.)
- PARK AND RECREATIONAL (PROPOSED PARK SITE 27.60 Ac.)

LAND USE

- RESIDENTIAL**
 - single & double attached housing
 - low density apts.
 - medium density apts.
 - high density apts.
 - commercial & apts.
- COMMERCIAL**
- INDUSTRIAL**
- CIVIC & INSTITUTIONAL**
- PARK & RECREATIONAL**
- OPEN SPACE**
- UTILITIES D-28**
- MULTICENTRE**

- Neighbourhood Boundary
- Zoning Boundary
- Drainage Line

Area North of Drainage Line
Approval
Planning Bd. 1989 Council 1989

Area South of Drainage Line
Approval
Planning Comm. 1989 Council 1989

CITY OF HAMILTON
PLANNING DEPARTMENT

FALKIRK EAST
APPROVED PLAN



REPORT OF THE LEGISLATION COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Legislation Committee presents its NINTH Report for 1989 and respectfully recommends:

1. (a) That the report on a Pilot Project to Implement a New Second Level Lodging House By-law prepared by the City of Hamilton and the Regional Municipality of Hamilton-Wentworth be received and approved by City Council and, upon approval, be submitted to the Province of Ontario.

NOTE: Copies of the report have already been distributed to all Members of City Council.

- (b) That the City Solicitor be authorized and directed to make application to the Provincial Government for special legislation to empower the City of Hamilton to enact the new by-law.
- (c) That the following recommendations as shown in Section 4 of page 5 of the above mentioned report, be approved.
 - (i) That the Province of Ontario fund a financial review to determine the actual adjustments in per diem rates necessary for each contracted home if the new by-law becomes operative.
 - (ii) That, following the financial review, the Province of Ontario approve the new by-law, approve adjusted regional per diem rates, approve funding of additional staff for inspection, monitoring and administrative purposes, for a pilot period of at least two years.
 - (iii) That the Province of Ontario participate in the monitoring of the pilot project and the determination of policies and programs to be implemented upon its completion.

2. That permission be granted to DARTS (Disabled and Injured Regional Transit System) to use the plaza area in front of City Hall on Transportation Day, 1989 June 05 of Access Awareness Week to display approximately 5 vehicles of various sizes.
3. That the request of Mr. Angelo Mosca for the use of the Council Chambers on Sunday, 1989 May 28 for the purpose of staging a "TICKETHON" in co-operation with the Cable TV Network and CHCH TV to raise ticket sales for the Hamilton Tiger Cats, **be approved.**
4. That the following resolution from the City of Chatham, **be endorsed.**

WHEREAS the Legislative Assembly of the Province of Ontario is considering Bill 187 which includes a provision to place the responsibility for court security on municipalities where court facilities are located;

AND WHEREAS the proposed transfer of responsibility for court security from the Province to local municipalities is not accompanied by the provision of adequate resources to undertake this responsibility;

AND WHEREAS Bill 187 would have the effect of creating significant costs to local government for the provision of court security;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the City of Chatham opposes the placing of responsibility for court security on local police forces, and that the Premier, the Solicitor General, the Attorney General and our local M.P.P.s be advised of these concerns; and that a copy of this resolution be forwarded to the Association of Municipalities of Ontario and to all municipalities in the Province where court facilities are located requesting support for this position.

NOTE: For the information of the Members of City Council, the Legislation Committee is in receipt of a copy of the Brief to the Standing Committee on the Administration of Justice submitted by the Municipal Police authorities, Ontario Association of Chiefs of Police and AMO in opposition to Bill 187.

5. That the following resolution from the Town of Paris, **be received.**

WHEREAS the Honourable Robert Nixon, Minister of Treasury and Economics has stated:

"The various demands on the Province limit its ability to address these needs on its own. New ways to help finance capital infrastructure must be explored."

Municipalities also need to explore new sources of revenue.

AND WHEREAS the municipality supplies fire protection that is chargeable to the rateable properties by taxes, and that this protection is supplied to all residences and properties;

AND WHEREAS certain tax exempt properties (schools and churches) receive fire protection and use its availability to reduce their insurance costs, without making any payment to the municipality supplying such protection;

AND WHEREAS local improvement costs may be assessed against tax exempt properties. The annual fire protection costs, including capital expenditures, are continuing without assessment against tax exempt properties;

THEREFORE BE IT RESOLVED that a municipality supplying protection to a tax exempt property be permitted to levy a special rate or charges for the cost of such protection, based upon assessed value.

This resolution is to be forwarded to the Honourable Robert Nixon, M.P.P., the Honourable John Eakins, Minister of Municipal Affairs, A.M.O., O.S.U.M., and all municipalities in the Province of Ontario.

6. That the Brief to all Ontario municipalities from the Canadian Parents for French (Ontario) in response to the Brief from the Alliance for the Preservation of English Canada proposing a language referendum, **be received.**

NOTE: Copies of the Brief submitted by the Alliance for the Preservation of English Canada and the response by the Canadian Parents for French (Ontario) are available from the Secretary of the Committee upon request.

7. That a maximum of seven (7) Members of City Council be authorized to attend the 1989 Annual Conference of the Association of Municipalities of Ontario to be held in the City of Toronto 1989 August 20 to August 23.

NOTE: Members of City Council who would like to be considered as a delegate to the upcoming AMO Conference in August are asked to advise the Secretary of the Legislation Committee.

Respectfully Submitted,

**ALDERMAN V. J. AGRO, CHAIRMAN
LEGISLATION COMMITTEE**

**John Thompson, Secretary
1989 May 01**

mjw

REPORT OF THE PERSONNEL COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Personnel Committee presents its SEVENTH Report for 1989 and respectfully recommends:

1. That the Memorandum of Agreement between the Corporation of the City of Hamilton and C.U.P.E. Local 167 Historic Sites Unit dated 1989 March 23, BE APPROVED AND IMPLEMENTED in accordance with the terms therein.

NOTE: A Memorandum of Agreement has been negotiated with C.U.P.E. Local 167 Historic Sites Unit.

The Agreement is for a term of two years and the monetary terms of settlement are for a general increase of 5.5% effective 1989 February 1, 0.5% effective 1989 July 1, 4.5% effective 1990 February 1, and 1% effective 1990 July 1.

In addition, there are benefit changes in the mileage and vacation areas. A number of significant concerns regarding non-monetary issues have also been addressed including the amalgamation of this unit with the Local 167 City Administration Unit.

Respectfully submitted,

ALDERMAN B. HINKLEY, CHAIRMAN
PERSONNEL COMMITTEE

Susan K. Reeder
Secretary
1989 May 4th

REPORT OF THE FINANCE COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Finance Committee presents its ELEVENTH Report for 1989 and respectfully recommends:

1. (a) That City Council receive and accept the 1988 audited Financial Report as presented to the Finance Committee on 1989 May 02 by the City's auditors, Pannell Kerr MacGillivray, Chartered Accountants.

NOTE: Copies of the 1988 Financial Report have already been distributed to all Members of City Council.

- (b) That the City Treasurer arrange to publish on one occasion the required 1988 financial statements, based on the audited report, in the Hamilton Spectator as soon as possible and in accordance with regulation provided by the Ministry of Municipal Affairs, but in any event, within sixty days of receiving the audited statements according to a regulation of the Ministry of Municipal Affairs.
 - (c) That selected statements of the 1988 audited Financial Report be printed in brochure type report form for distribution to banks, other financial institutions and other interested parties.
2. That open purchase orders be issued for electrical repairs and maintenance for various civic departments during 1989, 1990 and 1991, in accordance with specifications issued by the Manger of Purchasing and Vendor's tender, as follows:
 - (a) Don MacIntyre Electric (1983) Limited, Hamilton
 - (b) Cipolla's Service Limited, Burlington
 - (c) Shersdale Inc. O/A Electrical Maintenance Services, Hamilton
 - (d) Burl-Oak Lighting, Kilbride
 - (e) Ronald Wowk Electric Limited, Hamilton
 - (f) Sanders-Lampman Electric Ltd., Stoney Creek

NOTE: Lowest acceptable of nine (9) tenders received. Funds provided in various repairs and maintenance accounts.

3. That a purchase order be issued to Satellite Rentals, Hamilton, in the amount of \$21 290.77 for the supply and delivery of forty-nine (49) Stihl Weed Trimmers, Central Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of eleven (11) tenders received. Funds provided in Reserve for Replacement of Mobile Equipment Account No. RF55006 25201.

4. (a) That a grant in the amount of \$15 000 to the Organizing Committee of the Sixth World Conference on Co-operative Education, which was approved in principle by City Council 1988 July 26, be approved subject to a matching grant from the Regional Municipality of Hamilton-Wentworth.
- (b) That the \$15 000 be funded from within the Convention/Reception Grant Allocation of the Grants Budget Account No. 534XX 20020.

NOTE: Regional Council at its meeting on 1989 April 04 approved of a similar \$15 000 grant conditional on the City of Hamilton grant.

5. (a) That the third set of appeal recommendations for the 1989 Grants as listed below in the total amount of \$2 790, be approved.
- (b) That these grants be funded from within the appropriate grants accounts GR53XXX 200XX.

		1989 Grant Request	Original Recommended Amount	Recommendation on Appeal Amount Category
(i)	Kiwanis Music Festival	\$ 2 290	\$ 2 170	\$ 2 290 Traditional
(ii)	Northern Lights Colour Guard	\$ 500	NIL	\$ 500 Fixed

6. (a) That the following recommendations for the 1989 Grants, be approved.

	Applicant	1988 Grant	1989 Request	1989 Recommendation Amount	Category
(i)	Junior Achievement of Hamilton	\$ 7 500	\$ 7 500	\$ 7 500	Fixed
(ii)	Hamilton Safety Council	\$23 000	\$23 000	\$23 000	Fixed

NOTE: The above Grant amounts have been provided for within the Grants budget allocation.

7. (a) That the Committed General Grant for the Fire Department Band for \$4 290 which was approved by City Council 1989 April 11, be increased by \$1 070 to \$5 360 to provide for an additional three months airport rental charge for 1989.
- (b) That the Fixed Grant for the Santa Claus Parade Committee for \$15 000 which was approved by the Finance Committee 1989 March 21, be increased by \$1 500 to \$16 500 to offset City invoices for signage and related costs relative to the parade.
- (c) That the increase grant amounts from sub-sections (a) and (b) above totalling \$2 570 be funded from the balance of the unallocated Grant funds.
8. That the Summary Sheet Report attached hereto as APPENDIX "A" containing a listing and amounts of approved Settlement of Claims, be received.

Respectfully Submitted,

ALDERMAN W. M. McCULLOCH, CHAIRMAN
FINANCE COMMITTEE

John Thompson, Secretary
1989 May 02

mjw

FINANCE COMMITTEE

SUMMARY OF APPROVED SETTLEMENT OF CLAIMS

<u>PLAINTIFF</u>	<u>DEFENDANT</u>	<u>NATURE OF CLAIM</u>	<u>AMOUNT OF SETTLEMENT</u>
Brendan Stone	City of Hamilton	Fall on Sidewalk 1987 September 23	\$ 500.00
Ken and Ed Garside	City of Hamilton	Traffic Accident 1985 May 05	\$ 250.00
Marion Lott	City of Hamilton	Trip and Fall 1987 February 16	\$ 1 506.18
Annie Stachow	City of Hamilton	Trip and Fall 1987 June 11	\$ 6 120.32
Catherine Queen	City of Hamilton	Trip and Fall 1987 July 31	\$ 2 500.00
Suk Chang Kim	City of Hamilton	Accident Main Entrance Door City Hall 1988 May 26	\$ 750.00

APPENDIX "A" as referred to
in Section 8 of the
ELEVENTH Report of the
Finance Committee

NOTICE OF MOTION

NOTICE OF MOTION

Alderman D. Ross gave notice that he would move the following Notice of Motion at the next regularly scheduled meeting of City Council.

RESOLVED:

1. That any new staff hired by the City be encouraged to move/live in Hamilton.
2. That where the City is paying for the relocation of a new staff member, that we will only pay for the move if they relocate to Hamilton.

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Authorize:

INCREASED COSTS FOR THE CONSTRUCTION OF A ROAD ACCESS
FROM BOW VALLEY DRIVE TO QUEENSTON ROAD
AS AN EXTENSION OF BOW VALLEY DRIVE

WHEREAS the Ontario Municipal Board by Order dated the 29th day of August 1986, (File No. E860858), approved,

- (a) the construction of a Road Access from Bow Valley Drive to Queenston Road as an Extension of Bow Valley Drive at an estimated cost of \$377,000.00, and the borrowing of money by way of temporary advances not exceeding in the aggregate such estimated cost pending the sale of debentures, and
- (b) the issuance of the necessary debentures to a maximum of \$377,000.00 for a term not to exceed fifteen years by The Regional Municipality of Hamilton-Wentworth chargeable to the applicant corporation;

AND WHEREAS By-law No. 86-259, passed on the 1st day of October 1986, authorized proceeding with the construction of a road access from Bow Valley Drive to Queenston Road as an extension of Bow Valley Drive and the issue of debentures in accordance with the Ontario Municipal Board Order dated the 29th day of August 1986;

AND WHEREAS the Ontario Municipal Board by Order dated the 16th day of March 1989, (File No. E 860858) approved,

- (c) an additional expenditure of \$68,000.00 covering an additional estimated cost of this amount and the borrowing of money by way of temporary advances not exceeding in the aggregate such additional estimated cost;

AND WHEREAS it is now intended to proceed with the construction of a road access from Bow Valley Drive to Queenston Road as an extension of Bow Valley Drive, in accordance with the total expenditure as approved by the Ontario Municipal Board, in accordance with the Order of the Ontario Municipal Board dated the 16th day of March 1989.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. The undertaking described as the construction of a road access from Bow Valley Drive to Queenston Road as an extension of Bow Valley Drive, may now be proceeded with in accordance with

the Ontario Municipal Board Order dated the 29th day of August 1986, as amended by the Order of the Ontario Municipal Board dated the 16th day of March 1989.

2. The proper officials of The Corporation of the City of Hamilton are hereby authorized and directed to do all such things necessary to give effect to the said Order of the Ontario Municipal Board.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1986) 15 R.E.C. 7, June 24
(1986) 12 R.T.E.C. 65, June 24
(1988) 1 R.C.C. 2, December 13
(1989) 3 R.C.C. 3, January 31

BY-LAW NO. 89 -

TO CONFIRM PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE CITY OF
HAMILTON AT ITS MEETING HELD ON THE 9th DAY OF MAY A.D., 1989.

WHEREAS by Section 19 of The Municipal Act, being Chapter 302 of the Revised Statutes of Ontario, 1980, the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS by Sub-section 1 of Section 103 of The Municipal Act, being Chapter 302 of the Revised Statutes of Ontario 1980, the powers of every Council are to be exercised by by-law.

AND WHEREAS it is deemed expedient that the proceedings of the Council of The Corporation of the City of Hamilton at this meeting be confirmed and adopted by by-law.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:-

1. The action of The Council of The Corporation of the City of Hamilton in respect to each recommendation contained in the Reports of the Committees and of the local Boards and Commissions and each motion and resolution passed and other action taken by the Council of The Corporation of the City of Hamilton at this meeting is hereby adopted and confirmed as if all such proceedings were expressly in this By-law.
2. The Mayor and the proper officials of The Corporation of the City of Hamilton are hereby authorized and directed to do all things necessary to give effect to the action of the Council of The Corporation of the City of Hamilton referred to in the preceding section hereof.
3. The Mayor, or in the absence of the Mayor, the Acting Mayor, and the City Clerk, or in the absence of the City Clerk, the Deputy City Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the seal of The Corporation of the City of Hamilton.

PASSED this

day of

A.D. 1989

CITY CLERK

MAYOR

BY-LAW NO. 89 -

TO CONFIRM PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE CITY OF
HAMILTON AT ITS MEETING HELD ON THE 8th DAY OF MAY A.D., 1989.

WHEREAS by Section 19 of The Municipal Act, being Chapter 302 of the Revised Statutes of Ontario, 1980, the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS by Sub-section 1 of Section 103 of The Municipal Act, being Chapter 302 of the Revised Statutes of Ontario 1980, the powers of every Council are to be exercised by by-law.

AND WHEREAS it is deemed expedient that the proceedings of the Council of The Corporation of the City of Hamilton at this meeting be confirmed and adopted by by-law.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:-

1. The action of The Council of The Corporation of the City of Hamilton in respect to each recommendation contained in the Reports of the Committees and of the local Boards and Commissions and each motion and resolution passed and other action taken by the Council of The Corporation of the City of Hamilton at this meeting is hereby adopted and confirmed as if all such proceedings were expressly in this By-law.
2. The Mayor and the proper officials of The Corporation of the City of Hamilton are hereby authorized and directed to do all things necessary to give effect to the action of the Council of The Corporation of the City of Hamilton referred to in the preceding section hereof.
3. The Mayor, or in the absence of the Mayor, the Acting Mayor, and the City Clerk, or in the absence of the City Clerk, the Deputy City Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the seal of The Corporation of the City of Hamilton.

PASSED this

day of

A.D. 1989

CITY CLERK

MAYOR

SCHEDULE 'A'

Parcel Reserves -1

Section 62M-472

Part of Block 45, Plan 62M-472,

designated as Part 2 on Plan 62R-10237

City of Hamilton

Regional Municipality of Hamilton-Wentworth

being part of the Parcel.

THE CORPORATION OF THE CITY OF HAMILTON

BY-LAW NO. 39-

TO INCORPORATE PART 3, PLAN 62R-10239
INTO QUEEN VICTORIA DRIVE

WHEREAS the Council of The Corporation of the City of Hamilton is empowered under Section 298 of The Municipal Act, R.S.O. 1980, Chapter 302 and amendments thereto, to establish and lay out, widen, alter, divert, stop-up, lease or sell any highway or part of a highway.

AND WHEREAS the Council of The Corporation of the City of Hamilton deems it expedient to alter a portion of the highway known as Queen Victoria Drive by incorporating within its limits the lands described in Schedule "A" hereto:

AND WHEREAS the said lands are owned by The Corporation of the City of Hamilton.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. The lands described in Schedule "A" appended hereto are hereby established and laid out as a public highway to form part of Queen Victoria Drive.
2. The Commissioner of Regional Engineering or his duly authorized agent is hereby authorized to open as public highway the said lands.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 4 R.T.E.C. 11, February 14

SCHEDULE 'A'

Part of Lot 6, Concession 7,
in the geographic Township of Barton
designated as Part 5 on Plan 62R-10239
City of Hamilton
Regional Municipality of Hamilton-Wentworth

THE CORPORATION OF THE CITY OF HAMILTON

BY-LAW NO. 89-

TO INCORPORATE PARTS 2, 3 AND 4, PLAN 62R-10239
INTO LOCONDER DRIVE

WHEREAS the Council of The Corporation of the City of Hamilton is empowered under Section 298 of The Municipal Act, R.S.O. 1980, Chapter 302 and amendments thereto, to establish and lay out, widen, alter, divert, stop-up, lease or sell any highway or part of a highway.

AND WHEREAS the Council of The Corporation of the City of Hamilton deems it expedient to alter a portion of the highway known as Loconder Drive by incorporating within its limits the lands described in Schedule "A" hereto:

AND WHEREAS the said lands are owned by The Corporation of the City of Hamilton.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. The lands described in Schedule "A" appended hereto are hereby established and laid out as a public highway to form part of Loconder Drive.
2. The Commissioner of Regional Engineering or his duly authorized agent is hereby authorized to open as public highway the said lands.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 4 R.T.E.C. 12, February 14

SCHEDULE 'A'

Part of Lot 6, Concession 7,
in the geographic Township of Barton
designated as Parts 2, 3 and 4 on Plan 62R-10239
City of Hamilton
Regional Municipality of Hamilton-Wentworth

THE CORPORATION OF THE CITY OF HAMILTON

BY-LAW NO. 89-

To Authorize:

THE ENTERING INTO OF AN AGREEMENT WITH
LAIDLAW WASTE SYSTEMS LTD.

WHEREAS the Ontario Municipal Board, by Order dated the 10th day of November, 1988, (File No. E881482) approved,

the entering into a proposed agreement between the applicant and Laidlaw Waste Systems Ltd. with respect to the collection of compacted garbage from apartment buildings for a period of five (5) years, terminating on the 31st day of March, 1993, and the disbursement of sums of money payable thereunder.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. The Agreement between the City of Hamilton and Laidlaw Waste Systems Ltd., dated the 9th day of March, 1988, hereto annexed as Schedule "A" and forming part of this by-law, may now be proceeded with in accordance with the Order of the Ontario Municipal Board, dated the 10th day of November, 1988.

2. The proper officials of The Corporation of the City of Hamilton are hereby authorized and directed to do all such things necessary to give effect to the said Order of the Ontario Municipal Board.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1988) 5 R.T.E.C. 1, March 8

THIS AGREEMENT MADE THIS 9TH DAY OF MARCH, 1988:

B E T W E E N:

Laidlaw Waste Systems Ltd., a company incorporated
under the laws of the Province of Ontario,

(hereinafter called the "Contractor")

OF THE FIRST PART,

- and -

THE CORPORATION OF THE CITY OF HAMILTON

(hereinafter called the "City")

OF THE SECOND PART.

WHEREAS the City prepared and circulated a Request for Proposals for the Collection of Garbage from Apartment Buildings (hereinafter called the "Work"), which Request for Proposals is dated February 9, 1988;

AND WHEREAS the said Request for Proposals was amended by the City by the issuance of Addendum No. 1 dated February 29, 1988 and attached hereto as Schedule "A";

AND WHEREAS the Contractor submitted a Proposal to conduct such work which Proposal is dated February 23, 1988 attached hereto as Schedule "B";

AND WHEREAS the Council of the City in adopting Item 1 of the 5th Report of the Transport and Environment Committee at its meeting on March 8, 1988, authorized the appointment of the Contractor to conduct the said work;

AND WHEREAS the term of this Agreement exceeds the term of the Council of the City and, Ontario Municipal Board approval is required.

WITNESSETH that the said Contractor covenants and agrees with the said City that in consideration of the payments to be made by the said City in the manner and at the times hereinafter mentioned, the said Contractor will do and perform the whole of the works hereinafter mentioned, with due expedition and in a thoroughly workmanlike manner, in strict accordance with this Agreement and the Schedules attached hereto, and will furnish all materials, tools, plant, machinery, labour and workmanship required for the said works, together with transportation of the same, and all other things necessary for the due and proper execution of the said works in the manner aforesaid, and will do all such work and furnish all such materials according to the directions and to the satisfaction of the Director.

1. SCHEDULES

(a) It is understood and agreed that the following Schedules "A" and "B" are included in and form part of this Agreement as if embodied herein and consist of:

-- Schedule "A" - Addendum No. 1 dated
February 23, 1988

-- Schedule "B" - Proposal dated February 26, 1988
submitted by the Contractor, and which is comprised
of:

SECTION I	- GENERAL INFORMATION
SECTION II	- INSTRUCTIONS TO SUPPLIERS
FORM OF PROPOSAL	-
APPENDIX I	- APARTMENT BUILDINGS REQUIRING SERVICE

(b) Where there is any conflict between the body of this Agreement (being pages 1 to 3, inclusive), and the Schedules, the body of this Agreement shall govern.

2. DIRECTOR

For the purposes of this Agreement, "Director" shall mean the Director of Public Works for The Corporation of the City of Hamilton, from time to time or such person as the Director shall appoint.

3. WORK

(a) The works referred to in this Agreement consist of the collection of compacted garbage in accordance with the terms and conditions of this Agreement from the Apartment Buildings designated in Appendix I of Schedule "B" as amended from time to time.

(b) No work shall commence until receipt by the City of Ontario Municipal Board approval of this Agreement. It is further understood and agreed that without such Ontario Municipal Board approval, this Agreement shall be null and void.

(c) After receipt of Ontario Municipal Board approval, the Director shall issue to the Contractor a Notice to Proceed advising the Contractor that Ontario Municipal Board approval has been given and specifying the date upon which the works defined herein are to proceed.

4. FAILURE

(a) It is hereby provided and agreed that if the said Contractor shall fail in any way in the performance of the covenants herein contained or shall neglect to perform the said work and furnish materials therefor to the satisfaction of the Director, or to proceed with the work with such dispatch as the Director shall require or if the Contractor shall become bankrupt or insolvent or compound with his creditors or commit any act of insolvency, then and in every case, it shall and may be lawful for the Director, at his option and he is hereby empowered, to enter upon and complete the said works, or to enter into a contract with any other person or persons who may agree to execute such works, and further, that the said Contractor and sureties shall forfeit and pay to the said City the difference, if any, between the price the said City may have to pay for the completion of such works and the price herein agreed to be paid.

(b) All rights and remedies herein given to the City are distinct, separate and cumulative and shall not be deemed to be in exclusion of any other rights or remedies available to the City under this Agreement or otherwise.

(c) Upon expiration or termination of this Agreement for whatsoever reason, the obligations of the bidder remaining unsatisfied hereunder shall nevertheless continue unless otherwise expressly provided herein.

5. FEE

The said City covenants with the said Contractor that if the said work shall be duly and properly executed as aforesaid according to the directions of the said Director and to his satisfaction within the period aforesaid, and if the said Contractor shall observe all the provisions, terms and conditions of this Agreement, the said City will pay the said Contractor for the said work and for all services performed, ZERO POINT SEVEN NINE FIVE DOLLARS (\$0.795) per suite per month as set out in the Proposal Form attached to and forming part of Schedule "B", less any amounts that the City

deems necessary to retain for its protection against claims or liabilities or for any claim or claims the City may have against the Contractor under this Contract, other contracts, or otherwise, and such payments shall not in any way be construed as, nor shall it constitute, an acceptance of all or any part of the work under this Contract.

6. INDEMNIFICATION

And the said Contractor covenants with the said City that it will from time to time, and at all times, indemnify and save harmless the City from and against all loss, expense, damages, injury, actions, causes of action, suits, interest, claims, liens, costs and demands whatsoever on account of the said Works, or on account of the non-delivery of said articles or equipment, or which may be incurred by reason, or in consequence of the execution or non-execution, or imperfect or negligent execution thereof, and will pay to the said City on demand, any expense, loss, costs, interest, or damages which may be sustained by the City in consequence of any such action, suits, claim, lien or demand, and any monies paid by the City in settlement or in discharge thereof, or on account thereof, and any monies so paid or payable by the City, may be deducted from any monies of the said Contractor, then remaining in the hand of the City on account of this Agreement or may be recovered from the Contractor as monies paid at its request.

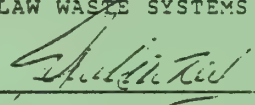
And the said Contractor hereby authorizes and empowers the said City or its Solicitor for the time being, to defend, settle or compromise such actions, causes of action, suits, claims, liens, or demands as the said City or its Solicitor may deem expedient, hereby agreeing to ratify and confirm all the acts of the said City or its Solicitor in that behalf, and to pay to the said Solicitor on demand, his reasonable costs of defending such suits or claims as they may deem expedient to defend, and that the same may be deducted from any monies payable by the said City to the said Contractor on any account whatever. The rights to indemnity contained herein shall survive termination of the Agreement, anything in this Agreement to the contrary notwithstanding.

7. BINDING

This Contract shall enure to the benefit of and be binding upon the successors or assigns of the parties hereto.

IN WITNESS WHEREOF the said parties have hereunto affixed their seals.

SIGNED, SEALED & DELIVERED
in the Presence of:

LAILAW WASTE SYSTEMS LTD.
per: 

Date: 1-8-58

THE CORPORATION OF THE CITY
OF HAMILTON
per:


Mayor


City Clerk

Date: OCT 26 1988



THE CORPORATION OF THE CITY OF HAMILTON

REQUEST FOR PROPOSALS

COLLECTION OF COMPACTED GARBAGE FROM APARTMENT BUILDINGS

A D D E N D U M N O . I

The following shall form part of the Request for Proposal in your possession for the above.

Page II-6 - 22. PERFORMANCE OF CONTRACT BOND

Replace the first paragraph with the following:

The successful contractor shall, prior to execution of the contract by the City and before the commencement of any work, pay for and provide a Performance of Contract bond in the amount of 100% of the annual contract amount and the Bond is to be renewed sixty (60) days prior its expiry date, which Bond shall be in a form and from a Company satisfactory to the City Solicitor.

The Closing Date remains as MONDAY, FEBRUARY 29, 1988

THE CORPORATION OF THE CITY OF HAMILTON

T. Bradley
Manager of Purchasing

City Hall
Hamilton, Ontario
February 23, 1988

THE CORPORATION OF THE CITY OF HAMILTON

REQUEST FOR PROPOSALS

SCHEDULE "B"

COLLECTION OF COMPACTED GARBAGE FROM APARTMENT BUILDINGS

SECTION I - GENERAL INFORMATION

The bottom of each page of this Request for Proposal, including all Addenda, if any, shall be signed in original by an officer of the Bidder's company with signing authority and returned with the Proposal. Where the pages are signed as aforesaid, the person so signing shall be deemed to have been an authorized signing officer of the company and the person deemed to have read, understood, complied with and be in agreement with all portions of the Request For Proposal unless the contrary is indicated.

1. DEADLINE FOR PROPOSALS

Sealed proposals addressed to E.A. Simpson, Esq., City Clerk, City Hall, Hamilton, Ontario, will be received up to ELEVEN o'clock A.M., (E.S.T.) MONDAY, FEBRUARY 29, 1988 for the collection of Compacted Garbage from Apartment Buildings.

Use enclosed self-addressed envelope for returning proposal.

Proposal shall mean the Proposal Form and the Request for Proposal and all Addenda, if any, completed and returned in accordance with the foregoing, together with all other documents required herein.

2. BIDDER'S RESPONSIBILITY

This Request For Proposal lists only the major details, therefore, it is the contractor's responsibility to provide all labour, materials and equipment necessary to collect compacted garbage from Apartment Buildings in the City of Hamilton as may be designated from time to time by the Director of Public Works, and to transport such garbage, refuse, and trash to disposal facilities such as specified by the Director of Public Works.

Notwithstanding the specific requirements listed hereunder, nothing contained in this proposal shall excuse the contractor from completing his task as directed.

The submission of a proposal shall be construed as a guarantee by the contractor that he has the facilities and capabilities necessary to carry out the work described in this Request for Proposal and that he has examined the scope of the work and area coverage, visited the sites and acquainted himself with the conditions.

3. ONTARIO MUNICIPAL BOARD (O.M.B.) APPROVAL

No work on this project shall begin until approval of the contract has been received by the City of Hamilton from the Ontario Municipal Board.

It is understood that if approval is not obtainable from the O.M.B., the City of Hamilton will not be held liable for all or part of the value of this project.

4. VARIANCE FROM SPECIFICATIONS

The City of Hamilton reserves the right to consider minor variations from minimum specifications with due regard to their importance.

The contractor shall specifically point out in his written proposal any circumstances where he may not meet the minimum requirements listed in the equipment specifications.

The contractor may propose alternatives provided that they are shown and labelled as such by completing the Alteration/Variation Form with the corresponding price change clearly indicated. Additional documentation in the form of photos, plans, design drawings and other general information may be submitted at the time of proposal. Such additional information must be included to explain any and all exceptions or alternatives to the main specification.

The City of Hamilton will be under no obligation to consider such proposals in evaluating bids.

5. METHOD OF EVALUATION

The proposals may be evaluated using any consistent method selected by the City of Hamilton.

The considerations used in comparing the proposals will include, but are not limited to, annual cost, equipment to be used, general suitability and date of availability to commence work on this project.

The minimum requirements defined do not relieve the supplier of responsibility for the supply of complete units suitable for the service intended.

6. TIME OPEN FOR ACCEPTANCE

This proposal is irrevocable and is to continue open to acceptance by the City for a period of sixty (60) calendar days after the date and time set for submission of tender. The City may at any time within the above sixty (60) calendar day period accept this proposal whether or not any other proposal has previously been accepted.

7. WITHDRAWAL

The City reserves the right to withdraw at its discretion, this proposal at any time and shall not be liable for any expense, cost, loss or damage incurred or suffered by any bidder as a result of such withdrawal.

8. ACCEPTANCE

The City reserves the right to reject, at its discretion, any, or any part of, or all tenders and also reserves the right to award a contract to other than the lowest total acquisition cost.

THE CORPORATION OF THE CITY OF HAMILTON

T. Bradley
Manager of Purchasing

City Hall
Hamilton, Ontario
February 9, 1988

THE CORPORATION OF THE CITY OF HAMILTON

REQUEST FOR PROPOSALSCOLLECTION OF COMPACTED GARBAGE FROM APARTMENT BUILDINGSSECTION II - INSTRUCTIONS TO SUPPLIERS

In addition to signing the bottom of each page, indicate if you comply by filling in the work "YES" or "NO" or filling in the requested information. If no, state all variations in this column. If additional space is required, you must use the "Alterations or Variation Form", and identify the item and the page eliminating any possible confusion.

1. RETURNING PROPOSAL DOCUMENTCONFIRMATION

All pages of this Request for Proposal shall be returned as part of the proposal. Each page as indicated above shall be signed by the same person signing the Proposal indicating complete understanding thereof. It is understood that this person signing the Proposal Form and pages is signing as the principal contractor.

IS THIS UNDERSTOOD?

11.

No proposal will be considered by the City unless properly made out on the Form of Proposal furnished by the City, and unless accompanied by the prescribed Bid Bond, or Certified Cheque, or Agreement to Bond, if requested.

IS THIS UNDERSTOOD?

11.

Proposals presented to the City Clerk, 2nd Floor, City Hall, Hamilton after the designated closing time on the due date will not be considered regardless of the circumstances which resulted in the late arrival to the City Clerk, and regardless of the postal cancellation date that may be imprinted on them.

IS THIS UNDERSTOOD?

11.

2. REVIEW OF PROPOSALS

At the close of the proposal call, all proposals shall be examined. The contractor recommended for acceptance shall be notified in writing by Registered Mail and shall have thirty (30) calendar days to supply any additional information as requested by the City of Hamilton or its officials. Failure to supply such information within thirty (30) days may mean the proposal would not be further considered.

2. REVIEW OF PROPOSALS Continued

CONFIRMATION

The contractor recommended may be required to meet with officials of the City of Hamilton within thirty (30) days to explain details of his proposal. Such a meeting will take place in Hamilton and transportation to and from the meeting for the contractor's representative(s) shall be at the expense of the contractor.

IS THIS UNDERSTOOD?

3. RESPONSIBILITY

The Corporation of the City of Hamilton will accept no responsibility for misinterpretation of this specification. Before submitting proposal, determine the extent and the nature of all conditions affecting the performance of the project.

Examine specifications thoroughly. Report any ambiguities, discrepancies, omissions, errors, departures from by-laws or from good practice discovered during examinations. No instructions given verbally shall be valid unless confirmed in writing by Addendum issued by the Manager of Purchasing.

It is the responsibility of the contractor to immediately obtain approval of any changes, alterations, additions or deletions regulated by another party. Failure to obtain written approval of any of the above will relieve the City of Hamilton of any related responsibility.

IS THIS UNDERSTOOD?

4. FREQUENCY OF COLLECTION

Collection of garbage shall be twice per week on the days designated by the Director of Public Works. Normal collection days are Monday to Friday.

IS THIS UNDERSTOOD?

5. COLLECTION EQUIPMENT

The contractor shall have and operate sufficient numbers of packer vehicles to perform the required work under normal conditions during normal working hours.

IS THIS UNDERSTOOD?

6. TYPE OF PACKERS

CONFIRMATION

The units shall have fully enclosed steel bodies and be capable of lifting and loading three (3) cubic yard garbage containers and four (4) cubic yard trash containers located at apartment buildings into the packer bodies, compacting garbage inside the bodies mechanically, and unloading garbage mechanically. The vehicles shall have a minimum of 50,000 lb. gross vehicular weight.

IS THIS UNDERSTOOD?

7. CONTRACTOR'S OFFICE

The contractor shall maintain an office in the City of Hamilton with telephones and staff during normal business hours.

IS THIS UNDERSTOOD?

8. SUPERVISION BY CONTRACTOR

The contractor shall employ, continuously, a supervisor equipped with a vehicle and two-way radio, and all of the contractor's vehicles shall be equipped with two-way radios which are on the same frequency as a base radio station at the office of the contractor. The contractor shall provide to the City of Hamilton the telephone number at his office so that requests and trouble calls, etc. can be relayed by telephone and two-way radio to the packers on the road.

IS THIS UNDERSTOOD?

9. COLLECTIONS

Collections of garbage shall be made twice each week from apartment buildings, as directed by the Director of Public Works, or designated supervisor.

IS THIS UNDERSTOOD?

10. CHANGES OF SCHEDULE

Notification costs for schedule changes requested by the contractor and approved by the Director of Public Works shall be at the expense of the contractor. Notification costs for schedule changes required by the Director of Public Works shall be at the expense of the City.

IS THIS UNDERSTOOD?

11. OPERATION HOURS

The hours of work shall be as proposed by the contractor and approved by the Director of Public Works.

IS THIS UNDERSTOOD?

12. DISPOSAL SITES

CONFIRMATION

The contractor shall haul all compacted garbage collected from apartment buildings for disposal to the Solid Waste Reduction Unit located on Kenora Avenue, Hamilton, Ontario. If for any reason, this disposal site is not available, an alternate site shall be provided and the Contractor shall haul all such garbage to such alternate site.

IS THIS UNDERSTOOD?

13. GARBAGE COLLECTION

Garbage shall be collected by the contractor from three (3) cubic yard containers which have been approved by the Director of Public Works and which are supplied by apartment building owners. Collections shall be made from apartment buildings designed by the Director of Public Works.

IS THIS UNDERSTOOD?

14. ACCEPTABLE WASTE

The contractor shall collect all residential waste normally consisting of kitchen and table waste of animal or vegetable origin, rubbish, discarded materials, clothing, waste paper, broken crockery and glassware, bottles, cans, grass cuttings, garden refuse and other articles ordinarily associated with the use of a residential dwelling unit.

15. WASTE MATERIALS NOT TO BE COLLECTED

The contractor shall not be required to collect the following materials from apartment buildings:

- all pieces of metal weighing more than five (5) pounds
- bicycles and parts thereof
- carpets
- discarded plumbing, sinks, toilet bowls and seats, fittings, pipe and hot water tanks, etc.
- mattresses and bed springs
- steel barrels
- swimming pool covers
- tires, wheels and car parts
- white goods, e.g. stoves, refrigerators, major appliances
- wood in excess of four (4) feet in length, wooden boxes and barrels
- wood brush unless tied in bundles four (4) feet in length or shorter
- wire, wire mesh and fencing

IS THIS UNDERSTOOD?

16. LIST OF BUILDINGS

CONFIRMATION

A list of apartment buildings to be serviced and the dates on which such service is to commence in respect of each such apartment building is attached as Appendix 1. Notwithstanding this list which is attached for the benefit of contractors, collection shall be in respect of such apartment buildings as designated by the Director of Public Works, in accordance with "Bidder's Responsibility", and the City reserves the right to make such changes, additions and deletions as required.

IS THIS UNDERSTOOD?

17. COMMENCEMENT OF WORK

The City would prefer that the successful bidder commences the work contemplated on 1988 April 1 subject to approval by City Council and Ontario Municipal Board. The contractor may, in the Form of Proposal, set forth a later date, should he require more time. However, the City wishes that collection commence as soon as possible consistent with the above. The commencement of work date may affect the decision to award the contract.

IS THIS UNDERSTOOD?

18. LICENSES AND PERMITS

It is the contractor's sole responsibility to have all licenses and permits as may be required for the type of work and vehicles operated, except as may be expressly provided for herein.

IS THIS UNDERSTOOD?

19. DUMPING FEE

Dumping fees are to be the responsibility of the City of Hamilton.

IS THIS UNDERSTOOD?

20. TERM OF AGREEMENT

The term of the agreement shall commence on 1988 April 1 and shall continue for a period of five (5) years, subject to a contract satisfactory to the City Solicitor being entered into prior to that date and subject to approval by the Ontario Municipal Board of the length of this contract.

Should the contract not proceed by 1988 April 1, the completion date shall remain 1993 March 31 with the final year of the contract being shortened to less than one (1) calendar year.

IS THIS UNDERSTOOD?

21. BID BOND/AGREEMENT TO BOND

CONFIRMATION

Each bidder must submit with this proposal a Bid Bond. Irrevocable Letter of Credit or a Certified Cheque in the amount of \$5,000, along with an Agreement to Bond.

In the event of default or failure of the successful bidder to execute the contract as prescribed, the City shall declare the bond forfeited, and the Bonding company shall forthwith pay to the City an amount equal to the bond amount.

HAS THIS BEEN INCLUDED?

22. PERFORMANCE OF CONTRACT BOND

The successful contractor shall, prior to execution of the contract by the City and before the commencement of any work, pay for and provide a Performance of Contract bond in the amount of \$250,000 which Bond shall be in a form and from a Company satisfactory to the City Solicitor.

Further, the successful contractor shall, in each subsequent year of the contract provide a Continuation Certificate in respect of the Bond for the preceding year or a new Performance of Contract Bond.

IS THIS UNDERSTOOD?

State the company to be used, if required

23. NON-FULFILLMENT

If the successful contractor shall fail, neglect or refuse at any time to supply any materials or services as required herein, then the Director of Public Works, at his option, shall be and hereby is empowered forthwith to procure such services elsewhere and to charge all costs thereby incurred to the successful contractor and to deduct the same from any monies due, or to become due to the successful contractor.

All rights and remedies herein given to the City are distinct, separate and cumulative and shall not be deemed to be in exclusion of any other rights or remedies available to the City under this agreement or otherwise.

Upon expiration or termination of this agreement for whatsoever reason, the obligations of the bidder remaining unsatisfied hereunder shall nevertheless continue unless otherwise expressly provided herein.

IS THIS UNDERSTOOD?

24. FORFEIT

CONFIRMATION

In the event of default or failure on the part of the successful contractor to complete the contract including the compliance with all specifications, and the providing of all pertinent information specified in the Request for Proposal, to the satisfaction of the Director of Public Works, the Corporation shall be at liberty to accept the next lowest, or any proposal, or call for new proposals, holding the successful contractor and any surety provided liable for any increase in cost to the Corporation.

IS THIS UNDERSTOOD?

25. PRICES

Prices shall be quoted only on the attached Proposal Form. The price quoted shall be the annual payment to be made to the contractor for the first full year of the contract, which shall commence on the date that the contractor begins the contract. Payment provisions and annual adjustment shall be in accordance with the clause "Payment to Contractor".

HAS THE PROPOSAL FORM BEEN FILLED OUT AS REQUIRED?

26. ALTERATIONS, VARIATION AND WAIVER

The successful contractor shall provide all service in accordance with the Request for Proposal herein and without limiting the generality of the foregoing (including all technical details), provided that the City may at the request of the successful contractor waive compliance with, or permit variation or alteration to the technical data if it is expedient to do so, and in the best interest of the Corporation and provided also that any such variation, alteration or waiver is granted in writing by the Manager of Purchasing.

In the event the contractor proposes any alterations or variation to the technical requirements herein stated in this Request for Proposal, these are only to be stated on the page where the item is listed or on the "Alteration or Variation Form", indicating any such alteration or variation to the City's Request for Proposal by reference to the page and paragraph number herein to which alterations or variations pertain. Failure to do so will mean that the City may not consider your proposal. Any proposal, conditions, terms, variations or alterations submitted on forms other than the City of Hamilton form WILL NOT be considered.

HAS THIS BEEN DONE?

27. PAYMENT TO CONTRACTOR

CONFIRMATION

Payments will be made to the contractor on a monthly basis for the total number of units in designated apartment buildings from which compacted garbage has been collected by the contractor for the full month previous at the unit price tendered by the contractor and accepted by the City.

At the end of the first year of the contract, and annually thereafter on the anniversary of the start of the contract, the contract price shall be adjusted by the average annual percentage change in the Consumer Price Index for Canada, All items (Not Seasonally Adjusted) as published by Statistics Canada or its successor in the June issue (previous to the adjustment date) of its monthly publication "The Consumer Price Index", Catalogue 62-001 Monthly.

For example, if the contract were to begin on January 1, 1988, the contract value, as of January 1, 1989 for 1989 would be increased by the percentage change in the above-noted Index, from June of 1987 to June of 1988.

This new value would be used for all of 1989 and would be adjusted again for 1990 by the percentage change in the above-noted Index, from June of 1988 to June of 1989.

The same procedure would occur annually to the end of the contract term.

IS THIS UNDERSTOOD?

28. MAINTENANCE OF EQUIPMENT

The contractor shall be responsible for maintenance, repairs, and all other costs of the collection vehicles. the contractor shall provide mechanical fitness reports from licensed mechanics to the Director of Public Works on demand. The City reserves the right to cancel this contract if the contractor fails to keep the vehicles mechanically fit of the Council of the City of Hamilton is dissatisfied with the condition and/or appearance of the contractor's vehicles used in the performance of the work in this contract.

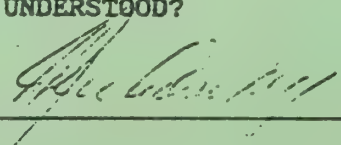
IS THIS UNDERSTOOD?

29. PERFORMANCE

All work included in this contract shall be performance in accordance with the direction of the Director of Public Works.

The Director may designate an authorized representative to act in his place and stead with respect to the superintendence of the work, and any representative so designated shall have full power to approve the manner of performing the works in every particular, and the contractor shall follow the instruction of the person so designated.

IS THIS UNDERSTOOD?



30. APPEARANCE OF EQUIPMENT

CONFIRMATION

The contractor shall keep his vehicles clean and tidy at all times. The vehicles shall all be painted with the same colour or colour combinations. No advertising, other than the vehicle and body manufacturer's and the contractor's name, shall appear anywhere on the vehicles.

IS THIS UNDERSTOOD?

31. APPEARANCE OF EMPLOYEES

The contractor shall require his employees to maintain a neat and clean appearance while engaged in the work involved in this contract.

IS THIS UNDERSTOOD?

32. RATES OF WAGES

All workmen employed in the performance of the work as outlined in this contract shall be paid such prevailing rates of wages and shall be employed under such working conditions, and shall be entitled to such other benefits, as established for the district of the City of Hamilton, by the respective Trade Unions or other employers or associations of employers. Provided, however, that in any case where such rate has not been established under such mutual agreement, the rate to be paid shall not be less than the prevailing rate as last determined prior to the date of the proposal by the Commissioner of the Human Resources Centre whose decision shall be final. Copy of the Fair Wage Schedule is available in the Human Resources Centre.

When a claim of default of paying a fair wage to an employee by a contractor, having a City of Hamilton contract, only the employee or any official representative of the appropriate union shall file a claim with the Commissioner of Human Resources. If a claim is accepted by the Commissioner, a report will be submitted to the Finance Committee, recommending that an amount equal to the claim be held from the next payment on the contract until the dispute is resolved. All claims must be filed within the time limitations as stated under the Ontario Construction Liens Act.

IS THIS UNDERSTOOD?

33. STATUTORY HOLIDAYS

CONFIRMATION

It shall be the responsibility of the contractor to advise, by printed notice as approved by the Director of Public Works, management personnel of each apartment building in his area with respect to changes in the collection schedule caused by Statutory Holidays.

IS THIS UNDERSTOOD?

34. DRIVERS

All drivers employed by the contractor for works involved in this contract shall possess at least a Class "D" license. The contractor shall provide names,, addresses and particulars of the driving records of all drivers employed on this contract to the Director of Public Works.

IS THIS UNDERSTOOD?

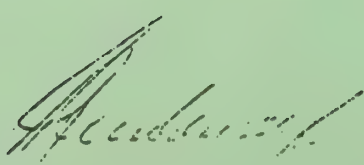
35. PATENTS AND COPYRIGHTS

The contractor shall save harmless the City from all and every claim for damages, royalties, or fees for the infringement of any patented invention or copyright occasioned by him in connection with work done by him under this contract.

IS THIS UNDERSTOOD?

36. CONTRACTOR'S RESPONSIBILITY FOR LOSSES AND DAMAGES

The contractor, his agents and all workmen and persons employed by him, or under his control, or employed by, or under the control of sub-contractors, shall use due care that no persons or property is injured, and the contractor shall be solely responsible for all damages by whomsoever claimed in respect of any such injury. The contractor shall at his own expense make such temporary arrangements as may be necessary to ensure the avoidance of any such damages or injury and to prevent the interruption of or danger to the traffic on any railway or on any public or private road.



36. CONTRACTOR'S RESPONSIBILITY Continued

CONFIRMATION

The contractor will indemnify and save harmless the City from and against all actions, suits, claims and demands whatsoever of all persons whomsoever, which may be brought against or made upon the City and for all loss, expense, costs, charges, damages, indemnities and/or liability which may be sustained, paid or incurred by the City by reason of or in consequence of this contract, however caused.

All loss or damage occasioned to the work or arising out of the nature of the work to be done, or from the normal action of the elements or from any reasonably foreseeable circumstances in the prosecution of the same, or from any normal obstruction of the difficulties which may be encountered in the prosecution of the work having regard to the nature thereof, shall be sustained and borne by the contractor at his own expense, and all material required to replace any defective or rejected work or to restore any failure shall be at the expense of the contractor.

Notwithstanding the indemnity provision contained in this section, where in the opinion of the City, the contractor has failed to rectify any damage, injury or infringement for which the contractor is responsible under this contract, the City following notice in writing to the contractor of its intention so to do may withhold payment of monies due to the contractor under this or any other contract until the contractor has rectified such damage, injury or infringement or has paid adequate compensation for such damage, injury or infringement.

IS THIS UNDERSTOOD?

37. LABOUR DISPUTES

The contractor shall bear the risk and responsibility of any loss, damage or expense to the work or to himself of any nature and kind whatsoever arising from strikes or labour disputes.

IS THIS UNDERSTOOD?

38. PROVISION FOR TRAFFIC, CONSTRUCTION AND MAINTENANCE OF
DETOURS AND ROADWAYS, IF/AS APPLICABLE TO THE PROJECT

The contractor shall at all times carry on the work in a manner that will create the least interference with traffic consistent with the faithful performance of the work. The contractor shall not close the road or provide any detour except with the approval of the City in writing. The contractor, at his own expense, shall at all times, provide for the safe passage and control of traffic by supplying.

38. PROVISION FOR TRAFFIC, ETC. Continued

CONFIRMATION

placing, maintaining, changing and removing such barricades, signs, flags, lights, and flagmen, as are required for the proper notification and protection of the public approaching or passing through any part of the contract area and all signs so used shall be in accordance with the City's Manual of Street Barricading Procedures.

The contractor shall at his own expense and prior to the acceptance of the work, rectify to the satisfaction of the City any defacement of the road allowance due to the construction and maintenance of detours.

If, at any time, the contractor fails to provide for the safe passage and control of traffic on any existing road or detour for which, under this Request for Proposal he is responsible, and if the contractor fails to correct forthwith such an unsatisfactory condition upon being so directed in writing, the City may immediately correct the unsatisfactory condition and take such other action as he deems necessary for the safe passage and control of traffic. The City may deduct from any monies due to or to become due to the contractor, on any account, any cost or expense incurred by the City under this paragraph.

No act or failure to act on the part of the City or the Director of Public Works under this paragraph shall relieve the contractor from his responsibilities under this contract.

IS THIS UNDERSTOOD?

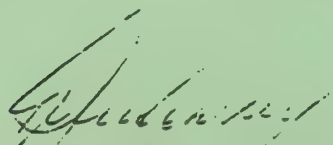
39. INSURANCE

The successful contractor shall provide, maintain and pay for Comprehensive General Liability insurance with limits or not less than Two Million Dollars (\$2,000,000) inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, as follows:

The insurance shall be in the joint names of the City and the contractor.

The insurance shall preclude subrogation claims by the insurer against anyone insured thereunder.

The Comprehensive General Liability insurance shall include coverage for:



39. INSURANCE Continued

CONFIRMATION

- b) Contractor's equipment insurance to cover all construction equipment owned or rented or for which the contractor may be responsible against all risks or loss or damage with coverage to allow for the immediate replacement on the work of such lost or damaged equipment.

The policies shall not allow subrogation claims by the insurer against the City and shall be endorsed to provide the City with not less than thirty (30) days written notice in advance of cancellation, change or amendment restricting coverage.

The Contractor shall provide, together with its executed agreement, a certificate(s) of insurance or a certified copy(ies) of the above referred policies, satisfactory to the City Solicitor, together with proof of renewal at least ten (10) days prior to expiry. Provided that if a certificate is provided, all requirements as above set forth must be shown on the said certificate and notwithstanding the provision of any certificate, the Director of Public Works may require that the contractor provide him with a certified copy of the policy or policies.

The Contractor shall pay all premiums on the policies as they become due provided that the City may pay premiums as they become due and deduct the amount thereof from monies due from the City to the contractor should the contractor fail to do so.

IS THIS UNDERSTOOD?

40. WORKERS' COMPENSATION CERTIFICATE

The Contractor shall, before execution of the contract by the City, from time to time during the work, and before any payment is made, submit a statement of current status from the Workers' Compensation Board the proper assessments provided by the Workers' Compensation Act. The Contractor shall indemnify the City against the payment of any sum that the City might be called upon to pay, pursuant to any provisions of the said Act. The City may, at any time, deduct from monies due the contractor under this contract, any sum paid to the Board or for which the City may be liable.

IS THIS UNDERSTOOD?

41. CONTRACT

The successful bidder shall enter into a contract satisfactory to the City Solicitor upon ten (10) days notice.

IS THIS UNDERSTOOD?

42. CONDITIONS & OBLIGATIONS

CONFIRMATION

All applicable Federal and Provincial laws, Municipal by-laws, permits and the rules and regulations of all authorities having jurisdiction over this work shall apply to the contract throughout, including sub-contracts, and they will be deemed to be included in the contract the same as though therein written out in full, and without in any way limiting the generality of the foregoing, including The Occupational Health and Safety Act.

IS THIS UNDERSTOOD?

43. ENVIRONMENTAL COMPLIANCE

The successful contractor is required to comply with all aspects of the Waste Management Act and the Regulations, and must be in possession of a Certificate of Approval for a Waste Management System before commencing any work.

IS THIS UNDERSTOOD?

44. NOTICE

Any written notice, or any other thing to be given or delivered pursuant to this Agreement shall be deemed properly given if delivered personally or mailed by registered mail as follows:

- a) If to the City: The City Clerk
The Corporation of the City of Hamilton
City Hall, 71 Main Street West
Hamilton, Ontario L8N 3T4
- b) If to the successful contractor:
At the address shown on the Form of Proposal
- c) such other address of which the party to be notified shall have given written notice to the other party in accordance with the above

and such notice shall be deemed to have been given at the time it was delivered or three (3) days from the date of mailing as the case may be.

IS THIS UNDERSTOOD?

45. ARITHMETIC CORRECTIONS

The City reserves the right to make corrections to arithmetical errors that may be discovered during analyses of the Proposal and to adjust the Proposal total accordingly.

IS THIS UNDERSTOOD



46. NON-ASSIGNMENT

CONFIRMATION

Neither this contract nor any work to be performed under this contract or any part thereof may be assigned by the contractor without the prior written consent of the Director of Public Works. Such written consent however shall not under any circumstances relieve the contractor of his liabilities and obligations under this contract and shall be within the sole and unfettered discretion of the Director.

IS THIS UNDERSTOOD?

the

Phillips

THE CORPORATION OF THE CITY OF HAMILTON

FORM OF PROPOSALCOLLECTION OF COMPACTED GARBAGE

E. A. Simpson, Esq.

City Clerk

City Hall, Hamilton

Dear Sir:

We, the undersigned, hereby agree to collect compacted garbage from Apartment Buildings, Hamilton in accordance with the Request for Proposal issued by the Manager of Purchasing February 9, 1988, a copy of which Request for Proposal, completed in accordance with the instructions therein is returned with this Proposal and it is agreed forms part of the Proposal, as follows:

PRICE PER SUITE PER MONTH

\$ 0.795

PRICE INCLUDES ALL APPLICABLE TAXES AND CHARGES

NOTATION: THE ABOVE PRICE INCLUDES ALL APPLICABLE TAXES AND CHARGES AS PRESENTLY DEFINED BY THE FEDERAL AND PROVINCIAL GOVERNMENTS.

LIDLAW WASTE SYSTEMS LTD.

Name of Company

65 Guise Street HAMILTON, ONTARIO L8L 7X7
Street Address of Company including postal code

Authorized Signature

Please print name

P. J. MULDOWNNEY

(416) 523-1362
Telephone Number

February 26
Date of Proposal

1988

THE CORPORATION OF THE CITY OF HAMILTON

APPENDIX I

APARTMENT BUILDINGS REQUIRING SERVICE

<u>APARTMENT & LOCATION</u>	<u>NUMBER OF SUITES</u>
Greenvale Apartments, 555 Queenston Road	200
Anthony Court, 77 Delawana Drive	143
Violet Towers, 40 Grandville	192
Valerie #1, 2130 King Street East	141
Valerie #2, 2030 King Street East	96
Valerie #3, 2020 King Street East	78
La Torrie Place, 55 Tindale	214
Silvana Manor, 50 Violet Drive	150
Apartment Without Name, 20 Congress Court	110
Apartment Without Name, 30 Congress Court	110
Greenhill Place, 350 Quigley Road	280
Sir Wilfred Laurier, 15 Albright	130
Sir Wilfred Laurier, 15 Nicholas	130
Strathcona Gardens, 120 Strathcona	259
Bay 200, 200 Bay Street South	308
Durand Condos, 120 Duke Street	110
El Duke Apartments, 90 Duke Street	146
Bayview, 75 Bold Street	120
Palace Suites, 175 Hunter Street West	133
Vanier Towers, 95 Hess Street South	291
Main Hess Towers, 200 Jackson Street West	465
Vanier Towers, 181 Jackson Street West	266
Wentworth Condo #46, 222 Jackson Street West	87
Martinique, 155 Park Street South	199
Arkledun, 130 St. Joseph Drive	126
Empire Apartments, 192 Hughson Street North	110

<u>APARTMENT & LOCATION</u>	<u>NUMBER OF SUITES</u>
Montego Towers, 155 Melvin Avenue	118
Ken Soble, 500 MacNab Street	148
Wellington Place, 125 Wellington Street North	268
Olympia Apartments, 150 Charlton Avenue	255
St. Elizabeth, 44 Queen Street North	238
York Place #2, 40 Oxford Street	437
York Place #1, 151 Queen Street North	
Rebecca Place, 235 Rebecca	155
Apartment Without Name, 30 Sanford Avenue North	300
Apartment Without Name, 140 Robinson Street	130
First Place, 350 King Street East	452
St. John's Place, 20 Emerald Street	230
Kilkenny Castle, 11 Kendale Court	100
Glamious Castle, 21 Kendale Court	100
Swansea,, 801 Upper Gage	245
Mohawk Gardens, 395 Mohawk Road East	169
Forest Glen Condo's, 1964, 1966, 1968 Main Street West	348
Glen Road Terrace, 44 & 50 Glen Road	209
Eastgate Towers, 2420 Barton Street East	138
Eastgate Towers, 45 Barlake Avenue	138
Apartment Without Name, 226 Rebecca Street	199
Sanford Court, 150 Sanford Avenue North	130
Apartment Without Name, 644 Main Street West	252
Fountainblue, 121 Hunter Street West	225
Bengal Estates, 50 Jerome Crescent	610
Bengal Estates, 60 Jerome Crescent	
Bengal Estates, 70 Jerome Crescent	
Prestige, 55 Wendover Drive	110

<u>APARTMENT & LOCATION</u>	<u>NUMBER OF SUITES</u>
Pleasant, 75 Wendover Drive	149
West Park Towers, 1760 Main Street West	148
Comfort, 750 Mohawk Road West	98
Supreme, 790 Mohawk Road West	140
Chedoke, 760 Mohawk Road West	235
Scenic, 780 Mohawk Road West	182
Bell Manor, 2772 Barton Street	124
Westmount Towers, 1928 Main Street West	178
Century 21 Complex, 100 Main Street East	256
Barnett Const., 200 Upper Kenilworth	212
Jackson Villa, 223 Jackson Street	110
Kings Forest Manor, 288 Mount Albion	131
Blink Bonnie Apartments, 136 Bay Street South	108
Glenburn Place, 70 Glenburn	201
Queen 75, 75 Queen Street	163
Bold Towers, 180 Bold Street	212
Robert's Village, 181 John Street	185
Oakland Square 2, 100 Forest	228
Oakland Square 1, 123 Charlton Avenue	240
Apartment Without Name, 191 Main Street West	465
Concord Apartments, 187 Park Street	136
Guise Street Co-op Housing, 65 Guise Street	50
El Mirador Apartments, 950 Fennell Avenue East	224
491448 Ontario Ltd., 50 Cathcart Street	57
Apartments, 2100 King Street East	72
Apartments, 340 Cochrane Road	63
Apartments, 145 Queen Street South	100
Apartments, 165 Queen Street South	150

<u>APARTMENT & LOCATION</u>	<u>NUMBER OF SUITES</u>
Glenburn Place, 75 Glenburn	
Apartments, 100 Ferguson Avenue	213
Apartments, 600 John Street North	110
Apartments, 35 Brock Street	120
Harrisford Place, 30 & 40 Harrisford Road	182
* Apartments, 150 Hughson Street South	53
Apartments, 221 Melvin Avenue	199
Apartments, 132 Gailmont Drive	51
* Apartments, 575 Queenston Road	231
* Apartments, 770 Queenston Road	214
* Apartments, 75 Barlake	303
	<hr/>
TOTAL TO DATE	16,591

* Not to be collected until it is confirmed by the City that a compactor is existing and in operation at these locations.

DATED 9TH DAY OF MARCH, 1988

BETWEEN:

LAIDLAW WASTE SYSTEMS LTD.

- and -

THE CORPORATION OF THE CITY
OF HAMILTON

A G R E E M E N T

Re: Supply of Services
Collection of Compacted Garbage
from Apartment Buildings

K.A. Rouff
City Solicitor
City Hall, Hamilton
Ontario, L8N 3Y4

RCR:ead/File 20-165.1

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

By-law No. 87-144

Respecting:

MUNICIPAL WEED INSPECTORS

WHEREAS By-law No. 87-144, passed on the 12th day of May 1987, provided for the appointment of Municipal Weed Inspectors under subsections 6(1) and 8(1) of the Weed Control Act, R.S.O. 1980, Chapter 530 and appointed twenty-two inspectors;

AND WHEREAS it is intended to revise the list of appointed Municipal Weed Inspectors.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. Section 2 of By-law No. 87-144 is repealed and the following substituted therefor:

The following persons are hereby appointed Municipal Weed Inspectors to enforce the Weed Control Act in the City of Hamilton:

P. Booker	C. Firth-Eagland
A. Boers	C. Gibbs
J. Bovaird	A. Mancini
P. Christie	D. Pomfret
D. Cowan	J. Pook
D. Danby	P. Tompkins
R. Duckworth	R. Wells
R. Farthing	R. Yanke

2. In all other respects, By-law No. 87-144 is hereby confirmed, unchanged.

PASSED this day of A.D. 1989.

City Clerk

Mayor

BY-LAW NO. 89 -

TO AMEND BY-LAW NO. 89-72 TO REGULATE TRAFFIC

THE COUNCIL OF THE CORPORATION OF THE CITY OF HAMILTON ENACTS AS FOLLOWS:

TRAFFIC

1. Schedule 4 (Highways Designated For Use By Heavy Traffic) of By-law 89-72 To Regulate Traffic passed on the 28th day of February 1989 is hereby amended by adding thereto the following item, namely:-

"MacNab York Cannon Anytime".

2. Schedule 10 (Stops at Intersections) is hereby amended by adding thereto the following items, namely:-

"Wildewood Adler	Eastbound Westbound	Kingslea Independence".
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3. Schedule 12 (One Way Streets) is hereby amended by adding thereto the following item, namely:-

"MacNab Northerly Cannon Guise".

and by deleting therefrom the following item, namely:-

"MacNab Northerly Merrick Guise".

4. Schedule 29 (No Stopping Areas) is hereby amended by adding thereto the following item, namely:-

"Forest . . . North . . . commencing at a point 262 feet . . . Anytime".
east of Catharine to a point
45 feet easterly therefrom

PASSED THIS

DAY OF

. A.D. 198

CITY CLERK

MAYOR

BY-LAW NO. 89 -

TO AMEND BY-LAW NO. 89-72 TO REGULATE TRAFFIC

THE COUNCIL OF THE CORPORATION OF THE CITY OF HAMILTON ENACTS AS FOLLOWS:

TRAFFIC

1. Schedule 7 (Weight Restrictions on Certain Bridges) of By-law 89-72 To Regulate Traffic passed on the 28th day of February 1989 is hereby amended by adding thereto the following item, namely:-

"Mountain Park bridge over Sherman cut 2 tonnes".

PASSED THIS _____ DAY OF _____, A.D. 19

CITY CLERK

MAYOR

BY-LAW NO. 89 -

TO AMEND BY-LAW NO. 89-72 TO REGULATE TRAFFIC

THE COUNCIL OF THE CORPORATION OF THE CITY OF HAMILTON ENACTS AS FOLLOWS:

TRAFFIC

1. Schedule 10 (Stops at Intersections) of By-law 89-72 To Regulate Traffic passed on the 28th day of February 1989 is hereby amended by adding thereto the following items, namely:-

"Ninth	Eastbound and Westbound	Fernwood
Ninth	Eastbound and Westbound	East 43rd
Sundown	Eastbound	Courtland
Marcel	Eastbound	Courtland
Falkirk	Westbound	Courtland
Dydzak	Eastbound	Courtland
Duff Street	Westbound	DuffCourt/West2nd
Catharine	Southbound	Augusta
Torlake	Southbound	Templemead
Torlake	Northbound	Tunbridge
Silverton	Westbound	Templemead
Templemead	Northbound and Southbound	Silverton
Elora	Southbound	Elmira
Argo	Westbound	San Remo
Stanlow	Westbound	Greenshire
Southpark	Eastbound and Westbound	Charing
Southpark	Southbound	Rushdale
Rushdale	Westbound	Charing
Paradise	Northbound and Southbound	Franklin".

and by deleting therefrom the following item, namely:-

"Duff Court	Southbound	Duff Street/West 2nd".
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2. Schedule 29 (No Stopping Areas) is hereby amended by adding thereto the following item, namely:-

"King	South	Haddon to 119 feet west	Anytime".
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3. Schedule 31 (School Bus Loading Zones) is hereby amended by adding thereto the following item, namely:-

"East 25th	West 80 feet	109 feet south of Franklin	7:00 a.m. - 6:00p.m. Monday to Saturday".
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PASSED THIS _____ DAY OF _____, A.D. 198

CITY CLERK

MAYOR

BY-LAW NO. 89 -

TO AMEND BY-LAW NO. 89-72 TO REGULATE TRAFFIC

THE COUNCIL OF THE CORPORATION OF THE CITY OF HAMILTON ENACTS AS FOLLOWS:

TRAFFIC

1. Schedule 10 (Stops at Intersections) of By-law 89-72 To Regulate Traffic passed on the 28th day of February 1989 is hereby amended by adding thereto the following items, namely:-

"Glen Vista	Northbound and Southbound	Kingswood
Willowcrest	Eastbound	Bowman
Bowman	Northbound and Southbound	Willowcrest
Federal	Westbound	Berkindale
Ruby	Westbound	Rushdale
Guildwood	Eastbound and Westbound	Green Cedar
Huron	Eastbound	Stirton".

2. Schedule 11 (Yield Right-of-Way Signs) is hereby amended by adding thereto the following item, namely:-

"MacKenzie	Westbound	East 27th".
------------	-----------	-------------

3. Schedule 29 (No Stopping Areas) is hereby amended by adding thereto the following items, namely:-

"Berko	South	commencing at a point 26 feet west of the west curb line of Baroche and extending to a point 82 feet east of the east curb line of Baroche	Anytime
Homewood	North	Dundurn to 310 feet west	7:00 a.m.- Monday to Friday
Aikman	South	Wentworth to 56 feet east	Anytime
Limeridge	North	Bonaventure to 36 feet west	Anytime
Bruce Dale	North	Millen to 52 feet east	Anytime."

and by deleting therefrom the following item, namely:-

"Homewood	North	Dundurn to 310 feet west	Anytime."
-----------	-------	--------------------------	-----------

PASSED THIS _____ DAY OF _____, A.D. 198

CITY CLERK

MAYOR

BY-LAW NO. 89 -

TO AMEND BY-LAW NO. 89-72 TO REGULATE TRAFFIC

THE COUNCIL OF THE CORPORATION OF THE CITY OF HAMILTON ENACTS AS FOLLOWS:

TRAFFIC

1. Schedule 25 (Parking Time Limits) of By-law 89-72 To Regulate Traffic passed on the 28th day of February 1989, is hereby amended by adding to Section 5 (One Hour Limit) the following item, namely:-

"West Cannon".	Both	Robert to
-------------------	------	-----------

2. Schedule 25A (Parking Time Limits) is hereby amended by adding thereto the following subsection, namely:-

"24. One Hour Limit between the hours of 8 o'clock in the forenoon and 5 o'clock in the afternoon on the following streets or parts of streets, excepting such parts of same where parking or stopping is prohibited.

<u>STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Tom	Both	Strathcona to Dundurn".

3. Schedule 25B (Parking Time Limits) is hereby amended:

a) by adding to Section 7 (30 Minute Limit) the following item, namely:-

"Aurora	West	commencing at a point 59 feet north of Charlton to a point 20 feet northerly".
---------	------	--

b) by adding to Section 1 (Three Hour Limit) the following item, namely:-

"Ray	East	Canada to Jackson".
------	------	---------------------

c) by adding to Section 4 (One Hour Limit) the following items, namely:-

"Devonport	Both	Tom to York
Emerald	Both	Wilson to King William".

4. Schedule 26 (No Parking Areas) is hereby amended by adding to Section A (No Parking Anytime) the following items, namely:-

"Tivoli	South	San Remo to westerly end
Heather	South	Woodman to Sunrise
Franklin	South	from the east curb line of Parkview to a point 106 feet easterly
Franklin	North	from a point 70 feet west of the west curb line of the north leg of Parkview to the south leg of Parkview
Parkview	East	Franklin to 56 feet southerly."

and by deleting therefrom the following item, namely:-

"Franklin	North	north leg of Parkview to the south leg of Parkview."
-----------	-------	--

5. Schedule 34 (Sticker Permit Parking) is hereby amended by adding thereto the following item, namely:-

"Province	East	46 from a point 62 feet north of Cannon to a point 20 feet northerly therefrom	Anytime."
-----------	------	--	-----------

PASSED THIS ____ DAY OF _____, A.D. 198

CITY CLERK

MAYOR

BY-LAW NO. 89 -

TO AMEND BY-LAW NO. 89-72 TO REGULATE TRAFFIC

THE COUNCIL OF THE CORPORATION OF THE CITY OF HAMILTON ENACTS AS FOLLOWS:

TRAFFIC

1. Schedule 25A (Parking Time Limits) of By-law 89-72 To Regulate Traffic passed on the 28th day of February 1989, is hereby amended:-

(a) by adding to Section 22 (One Hour Limit) the following item, namely:-

"Columbia	West	Delmar to a point 52 feet south of the northerly end".
-----------	------	--

(b) by adding thereto the following sub-section, namely:-

"24. One Hour Limit, between the hours of 9 o'clock in the forenoon and 2 o'clock in the afternoon on the following streets or parts of streets, excepting such parts of same where parking or stopping is prohibited.

<u>STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Green Meadow	Both	Queensdale to Everton".

2. Schedule 25B (Parking Time Limits) is hereby amended by adding to Section 4 (One Hour Limit) the following item, namely:-

"Simcoe	Both	MacNab to Bay".
---------	------	-----------------

3. Schedule 26 (No Parking Areas) is hereby amended by adding to Section A (No Parking Anytime) the following items, namely:-

"Franklin	North	Upper Wentworth to East 24th
Bruce Dale	North	Millen to 56 feet west".

PASSED THIS _____ DAY OF _____, A.D. 198

CITY CLERK

MAYOR

BY-LAW NO. 89 -

TO AMEND BY-LAW NO. 89-72 TO REGULATE TRAFFIC

THE COUNCIL OF THE CORPORATION OF THE CITY OF HAMILTON ENACTS AS FOLLOWS:

TRAFFIC

1. Schedule 10 (Stops at Intersections) of By-law 89-72 To Regulate Traffic passed on the 28th day of February 1989, is hereby amended by adding thereto the following items, namely:-

"Glen Valley	Northbound	Country Club
Head	Eastbound	Strathcona
Florence	Eastbound and Westbound	Strathcona
Tom	Eastbound	Strathcona
Lamoreaux	Eastbound	Strathcona
Strathcona	Northbound and Southbound	Lamoreaux
Locke	Northbound and Southbound	Charlton".

2. Schedule 11 (Yield Right-of-Way Signs) is hereby amended by deleting therefrom the following items, namely:-

"Head	Eastbound	Strathcona
Tom	Eastbound	Strathcona
Florence	Eastbound and Westbound	Strathcona
Lamoreaux	Eastbound	Strathcona".

3. Schedule 30 (Commercial Vehicle Loading Zones) is hereby amended by adding thereto the the following item, namely:-

"Catharine	West	40 feet	77 feet south of Young	8:00 a.m. - 12:00 noon Monday to Friday".
------------	------	---------	---------------------------	--

4. Schedule 31 (School Bus Loading) is hereby amended by adding thereto the following item, namely:-

"Sussex	North	166 feet	52 feet west of Emerson	7:00 a.m. - 6:00 p.m. Monday to Saturday".
---------	-------	----------	----------------------------	---

PASSED THIS _____ DAY OF _____, A.D. 198

 CITY CLERK

 MAYOR

BY-LAW NO. 89 -

TO AMEND BY-LAW NO. 89-72 TO REGULATE TRAFFIC

THE COUNCIL OF THE CORPORATION OF THE CITY OF HAMILTON ENACTS AS FOLLOWS:

TRAFFIC

1. Schedule 23 (Hamilton Street Railway Bus Stops) of By-law 89-72 To Regulate Traffic passed on the 28th day of February 1989, is hereby amended by deleting therefrom the following item, namely:-

"Kingfisher at Curlew (F/S)".

and by adding thereto the following item, namely:-

"Kingfisher at Limeridge".

2. Schedule 25 (Parking Time Limits) is hereby amended by adding to Section 3 (One Hour Limit) the following item, namely:-

"Sanders	North	Daleview to a point 77 feet west of Binkley."
----------	-------	--

and by deleting therefrom the following item, namely:-

"Sanders	North	Daleview to Binkley".
----------	-------	-----------------------

3. Schedule 25B (Parking Time Limits) is hereby amended by adding to Section 4 (One Hour Limit) the following item, namely:-

"Emerald	Both	King to Main".
----------	------	----------------

4. Schedule 34 (Sticker Permit Parking) is hereby amended by adding thereto the following items, namely:-

"Peter	North	Locke to Pearl	Anytime
Crestwood (north leg)	South	commencing 142 feet east of David to a point 40 feet easterly therefrom	Anytime
Dundurn	West	commencing 86 feet north of Glenside to a point 21 feet northerly therefrom.	Anytime".

PASSED THIS _____ DAY OF _____, A.D. 198 .

CITY CLERK

MAYOR

BY-LAW NO. 89 -

TO AMEND BY-LAW NO. 89-72 TO REGULATE TRAFFIC

THE COUNCIL OF THE CORPORATION OF THE CITY OF HAMILTON ENACTS AS FOLLOWS:

TRAFFIC

1. Schedule 10 (Stops at Intersections) of By-law 89-72 To Regulate Traffic passed on the 28th day of February 1989, is hereby amended by adding thereto the following items, namely:-

"Boston (north leg)	Eastbound	Birchcliffe
Boston (south leg)	Eastbound	Birchcliffe".

PASSED THIS _____ DAY OF _____, A.D. 198 .

CITY CLERK

MAYOR

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Adopt:

Official Plan Amendment No. 75

Respecting:

LAND KNOWN MUNICIPALLY AS 1170 TO 1200 UPPER JAMES STREET,
WITHIN THE KERNIGHAN NEIGHBOURHOOD

The Council of The Corporation of the City of Hamilton
enacts as follows:

1. Amendment No. 75 to the Official Plan of the Hamilton Planning Area consisting of Schedule 1, hereto annexed and forming part of this by-law, is hereby adopted.
2. It is hereby authorized and directed that such approval of the Official Plan Amendment referred to in section 1 above, as may be requisite, be obtained and for the doing of all things for the purpose thereof.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 11 R.P.D.C. 15(A), April 25
John Bear Pontiac Buick, Owner
ZA-88-109

AMENDMENT NO. 75

TO THE

CITY OF HAMILTON OFFICIAL PLAN

The following text, together with attached Schedules "A" and "B", attached hereto, constitute Official Plan Amendment No. 75.

PURPOSE

The purpose of this Amendment is to redesignate the subject lands from "Residential" to "Commercial", and to extend SPECIAL POLICY AREA "31".

LOCATION

The lands affected by this Amendment are the rear portions of those properties known municipally as 1170 to 1200 Upper James Street, within the Kernighan Neighbourhood.

BASIS

The basis for this Amendment is as follows:

- the proposed redesignations reflect the Approved Kernighan Neighbourhood Plan; and,
- the proposed extension of the commercial use at 1200 Upper James Street is compatible with existing and proposed land uses in the surrounding area.

ACTUAL CHANGES

1. Schedule "A" - Land Use Concept of the Official Plan be revised by redesignating the subject lands from "Residential" to "Commercial", as shown on the attached Schedule "A" of this Amendment.
2. Schedule "B" - Special Policy Areas of the Official Plan be revised by extending the boundary of "Special Policy Area 31" to include the subject lands, as shown on the attached Schedule "B" of this Amendment.

IMPLEMENTATION

The provisions of Section "D" - Implementation, as amended, will apply to the implementation of this Amendment.

This is Schedule 1 to By-law No. 89-_____, passed on the ____ day of _____, 1989.

The Corporation of

The City of Hamilton

City Clerk

Mayor

CL-M:CS
0015P

**schedule A
amendment no. 75**

LEGEND

area to be changed from:
"Residential" to "Commercial"

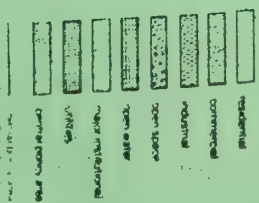
date April, 1969	drawn by G.G.	reference file no. 6-2-75
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DEFERRED NO D-6
UNDER SECTION 14(3) OF
THE PLANNING ACT



land use concept

legend



Schedule A

to the official plan
for
the city of hamilton

schedule B amendment no. 75

to the
official plan
for the
city of hamilton

drawn by
G.G.

revised file no.
6 2 . 75

extend the boundary of "Special
Policy Area 31"

legend

Special policy areas

11a
11b
11c
11d
11e
11f
11g
11h
11i
11j
11k
11l
11m
11n
11o
11p
11q
11r
11s
11t
11u
11v
11w
11x
11y
11z



special policy areas

AREA	REFER TO SUBSECTION
11(a)	A2.0.1.
11(b)	A2.0.1.
2	A2.0.2.
3	A2.0.3.
AREA	REFER TO POLICY
3	A2.0.3.1.
4	A2.0.3.2.
5	A2.0.3.3.
6	A2.0.3.4.
7	A2.0.3.5.
8	A2.0.3.6.
9	A2.0.3.7.
10	A2.0.3.8.
11	A2.0.3.9.
12	A2.0.3.10.
13	A2.0.3.11.
14	A2.0.3.12.
15	A2.0.3.13.
16	A2.0.3.14.
17	A2.0.3.15.
18	A2.0.3.16.
19	A2.0.3.17.
20	A2.0.3.18.
21	A2.0.3.19.
22	A2.0.3.20.
23	A2.0.3.21.
24	A2.0.3.22.
25	A2.0.3.23.
26	A2.0.3.24.
27	A2.0.3.25.
28	A2.0.3.26.
29	A2.0.3.27.
30	A2.0.3.28.
31	A2.0.3.29.
31(a)	A2.0.3.30.
31(b)	A2.0.3.31.
31(c)	A2.0.3.32.
32	A2.0.3.33.
33	A2.0.3.34.
34	A2.0.3.35.
35	A2.0.3.36.
36	A2.0.3.37.
37	A2.0.3.38.
38	A2.0.3.39.
39	A2.0.3.40.
40	A2.0.3.41.
41	A2.0.3.42.
42	A2.0.3.43.

Refer to Schedule B - 1 for Special
Policy Areas in the Downtown

schedule B
to the official plan
for
the city of hamilton

89 02 28

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Adopt:

Official Plan Amendment No. 76

Respecting:

LANDS LOCATED AT THE SOUTH-WEST CORNER OF RYMAL ROAD EAST
AND RYCKMAN STREET, WITHIN THE ALLISON NEIGHBOURHOOD

The Council of The Corporation of the City of Hamilton
enacts as follows:

1. Amendment No. 76 to the Official Plan of the Hamilton
Planning Area consisting of Schedule 1, hereto annexed and
forming part of this by-law, is hereby adopted.

2. It is hereby authorized and directed that such approval
of the Official Plan Amendment referred to in section 1 above, as
may be requisite, be obtained and for the doing of all things for
the purpose thereof.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 11 R.P.D.C. 18(B), April 25
P. and J. Zourntos, P. Hatzoglou,
A. Tuite, and P. Mancini, Owners
ZA-88-46

AMENDMENT NO. 76
TO THE
CITY OF HAMILTON OFFICIAL PLAN

The following text together with Schedules "A" and "B", attached hereto, constitute Official Plan Amendment No. 76.

PURPOSE

The purpose of this Amendment is to redesignate the subject lands from "Residential" to "Commercial" and to establish a "Special Policy Area".

LOCATION

The lands affected by this Amendment are located at the south-west corner of Rymal Road East and Ryckman Street, within the Allison Neighbourhood.

BASIS

The basis for permitting the proposal, to develop the subject lands for a commercial plaza, is as follows:

- the proposal complies with the intent of the Allison Proposed Neighbourhood Plan which designates the subject lands "Commercial and Apartments" with a special provision prohibiting high traffic generating uses, such as restaurants;
- sufficient landscaping and buffering will be provided to mitigate effects on adjacent residential uses;
- driveway access to and from Ryckman Street will be prohibited; and,
- since the proposal is in the form of infill, the development can be permitted prior to the approval of the Allison Proposed Neighbourhood Plan.

ACTUAL CHANGES

1. Schedule "A" - Land Use Concept of the Official Plan be revised by redesignating the subject lands from "Residential" to "Commercial", as shown on the attached Schedule "A" of this Amendment.

2. The following new Policy be added to Subsection A.2.9.3 - Other Policy Areas as Policy A.2.9.3.41:

"Notwithstanding the permitted uses set out in Subsection A.2.2 - Commercial Uses, for those lands shown on Schedule "B" - Special Policy Areas, as SPECIAL POLICY AREA 46, and located at the south-west corner of Rymal Road East and Ryckman Street, high traffic generating uses, such as restaurants, will be prohibited. Further, vehicular access onto Ryckman Street from the affected lands will be prohibited."

3. The following be added to Schedule "B" - Special Policy Areas:

- Special Policy Area 46; and,
- "Area 46 refer to Policy A.2.9.3.41" in the legend,
as shown on the attached Schedule "B" of this Amendment.

IMPLEMENTATION

A Zoning By-law amendment will give effect to the intended use of the subject lands.

This is Schedule 1 to By-law No. 89-_____, passed on the ____ day of _____, 1989.

The Corporation of the City of Hamilton

City Clerk

Mayor

CL-M:CS

schedule B amendment no. 76

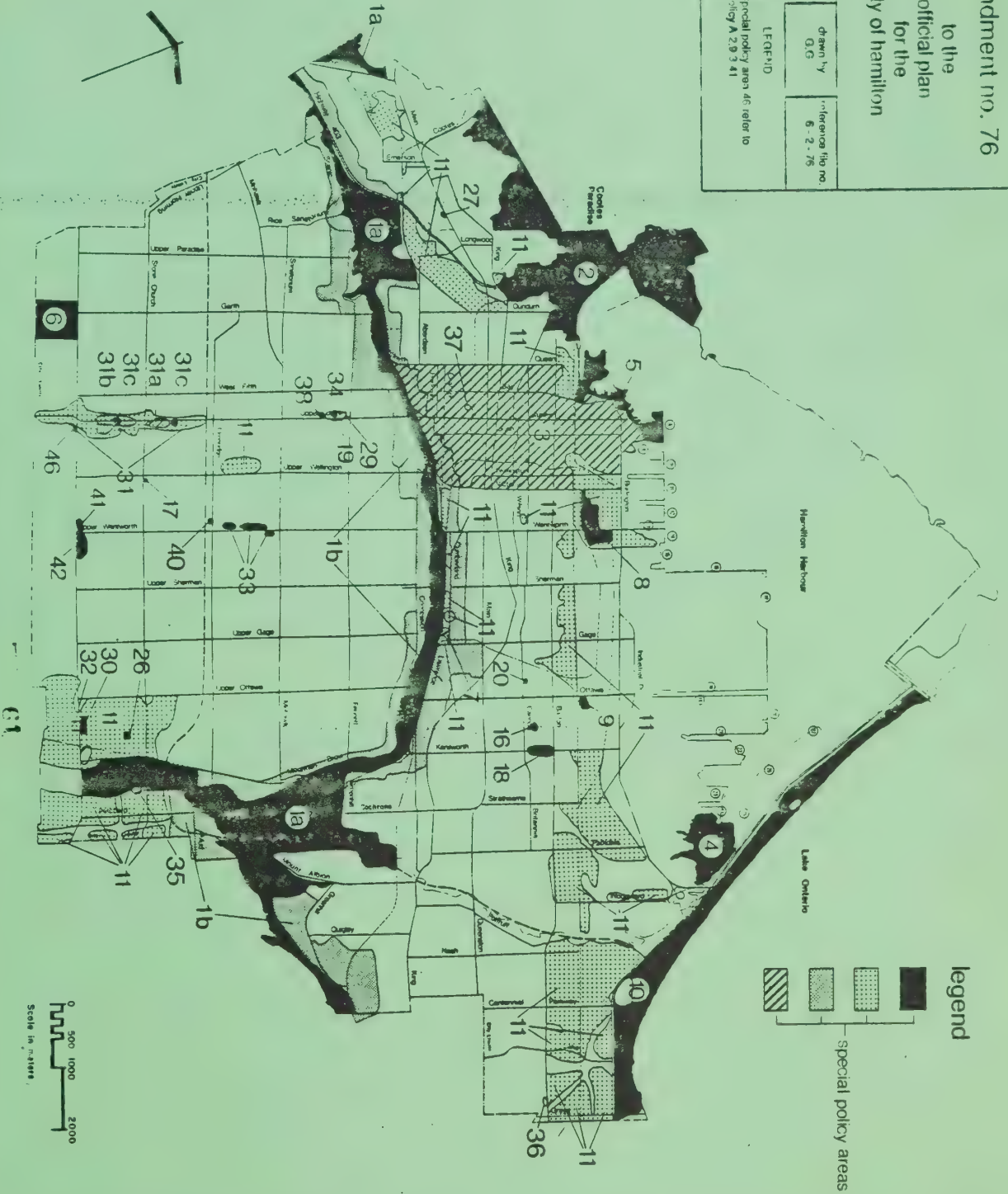
to the
official plan
for the
city of hamilton

drawn by
G.O.

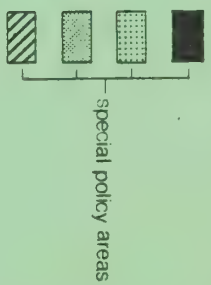
reference file no.
6-2-76

LEGE:ID

Special policy areas are referred to
Policy A 2.9.3.41



legend



special policy areas

AREA	REFER TO SUBSECTION
1(a)	A 2.9.1.
1(b)	A 2.9.1.
2	A 2.9.2.
3	A 2.9.3.
AREA	REFER TO POLICY
3	A 2.9.3.1.
4	A 2.9.3.2.
5	A 2.9.3.3.
6	A 2.9.3.4.
7	A 2.9.3.5.
8	A 2.9.3.6.
9	A 2.9.3.7.
10	A 2.9.3.8.
11	A 2.9.3.9.
12	A 2.9.3.10.
13	A 2.9.3.11.
14	A 2.9.3.12.
15	A 2.9.3.13.
16	A 2.9.3.14.
17	A 2.9.3.15.
18	A 2.9.3.16.
19	A 2.9.3.17.
20	A 2.9.3.18.
21	A 2.9.3.19.
22	A 2.9.3.20.
23	A 2.9.3.21.
24	A 2.9.3.22.
25	A 2.9.3.23.
26	A 2.9.3.24.
27	A 2.9.3.25.
28	A 2.9.3.26.
29	A 2.9.3.27.
30	A 2.9.3.28.
31	A 2.9.3.29.
32	A 2.9.3.30.
33	A 2.9.3.31.
34	A 2.9.3.32.
35	A 2.9.3.33.
36	A 2.9.3.34.
37	A 2.9.3.35.
38	A 2.9.3.36.
39	A 2.9.3.37.
40	A 2.9.3.38.
41	A 2.9.3.39.
42	A 2.9.3.40.

Refer to Schedule B - 1 for Special
Policy Areas in the Downtown

schedule B to the official plan for the city of hamilton

89 02 28

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

Zoning By-law No. 6593

Respecting:

LAND LOCATED AT MUNICIPAL NO. 10 HEMPSTEAD DRIVE

WHEREAS it is intended to establish a special requirement under section 19B of By-law No. 6593, passed on the 25th day of July, 1950 and approved by the Ontario Municipal Board by Order dated the 7th day of December, 1951, (File No. P.F.C. 3821);

AND WHEREAS this by-law does not conflict with the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. The "M-14" (Prestige Industrial) District provisions, as contained in Section 17F of Zoning By-law No. 6593, applicable to the land, the extent and boundaries of which are shown on a plan hereto annexed as Schedule "A", are amended to the extent only of the following special requirement that,

- (a) notwithstanding Section 17F(1)(b) of By-law No. 6593, the following,

COMMERCIAL USES shall be permitted in the building existing on the date of the passing of this by-law:

<u>Identification Number</u>		<u>Use Not Prohibited</u>
1.	9211	Restaurant, Licensed provided that said use is in conjunction with an indoor miniature golf course
2.	9212	Restaurant, Unlicensed except a drive-in, provided that said use is in conjunction with an indoor miniature golf course
3.	9699	Other Amusement and Recreational Services n.e.c., provided that said use is restricted to an indoor miniature golf course

2. No building or structure shall be erected, altered, extended or enlarged, nor shall any building or structure or part thereof be used, nor shall any land be used, except in accordance with the "M-14" District provisions, subject to the special requirement referred to in section 1.

3. By-law No. 6593 is amended by adding this by-law to section 19B as Schedule S-1124.

4. Sheet No. E-59D of the District Maps is amended by marking the lands referred to in section 1 of this by-law, S-1124.

5. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 13 R.P.D.C. 13, May 9
Linda MacKenzie and
Sharon Addison, Lessees
ZA-89-26



THIS IS SCHEDULE "A" TO BY-LAW NO. 89-
PASSED THE _____ DAY OF _____

Clerk

Mayor

CITY OF HAMILTON

SCHEDULE "A"
MAP FORMING PART OF
BY-LAW NO. 89 -
TO AMEND BY-LAW NO. 6593

Regional Municipality of Hamilton-Wentworth
Planning and Development Department

Legend



LANDS TO BE REGULATED
BY BY-LAW NO. 89 -



North

Scale
NOT TO SCALE

Date
APRIL 28, 1989

Reference File No.
ZA 89-26

Drawn By
Z. K.

E. A. SIMPSON
CITY CLERK

K. E. AVERY
DEPUTY CITY CLERK



CITY HALL
HAMILTON, ONTARIO
L8N 3T4

THE CORPORATION OF THE CITY OF HAMILTON

OFFICE OF THE CITY CLERK

MEETING OF THE COUNCIL

OF THE CORPORATION OF THE CITY OF HAMILTON

Tuesday, 1989 May 30
7:30 o'clock p.m.
Council Chambers, City Hall

URBAN MUNICIPAL

JUN 14 1989

GOVERNMENT DOCUMENTS

A G E N D A

1. Opening Prayer

Reverend Ralph Villella
Associate Pastor
All Souls Roman Catholic Church
21 Barton Street West

2. Proclamation

FIT DAY, 1989 May 31

3. Minutes

1989 May 08

1989 May 09

1989 May 23

4. Correspondence

CA4 ONHRLAOS

A31

1989 dup?

5. Reports of the Standing Committees - attached
 - (a) Co-ordinating Committee
 - (c) Parks and Recreation Committee
 - (d) Planning and Development Committee
 - (f) Personnel Committee
 - (g) Finance Committee
 - (i) Information Systems Committee
6. Notice of Motion from Previous Meeting

Alderman D. Ross
7. Notice of Motion for Next Meeting
8. First Reading of the Bills
9. Second Reading of the Bills - Committee of the Whole
10. Third Reading of the Bills
11. Question Period
12. Adjournment

M I N U T E S

SPECIAL MEETING OF HAMILTON CITY COUNCIL
MONDAY, MAY 8, 1989
5:00 O'CLOCK, P.M.

The Council met.

PRESENT: Mayor R. M. Morrow, Esq.

Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson,
Agostino, Lombardo, Jackson, Merling, Murray.

ABSENT: Alderman Wm. McCulloch - City Business
Alderman J. Smith
Alderman J. Gallagher
Alderman D. Ross - Regional Business

The Mayor called the special meeting to order.

The purpose of this meeting was to deal with the report dated May 5, 1989 from
the Director of Public Works Re: the Hamilton Tiger Cats.

It was moved by Alderman Agostino, seconded by Alderman Lombardo

"That the attached resolution which was adopted by City Council
at its meeting held February 14, 1989, pertaining to the Tiger Cats
be now re-considered."

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps,
Christopherson, Agostino, Lombardo, Jackson, Merling, Murray. -13.

NAYS: 0 carried

It was moved by Alderman Agostino, seconded by Alderman Lombardo

RESOLVED: "That the attached resolution pertaining to the Tiger Cats which
was adopted by City Council at its meeting held February 14, 1989,
be now rescinded."

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps,
Christopherson, Agostino, Lombardo, Jackson, Merling, Murray. -13.

NAYS: 0 carried

It was moved by Alderman Cooke, seconded by Alderman Agro .

RESOLVED: "That leave be granted to introduce the following Bill:

Bill A-17: A By-law to Confirm the Proceedings of the Council of
the Corporation of the City of Hamilton.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps,
Christopherson, Agostino, Lombardo, Jackson, Merling, Murray. -13.

NAYS: 0 carried

It was moved by Alderman Cooke, seconded by Alderman Agro

RESOLVED: That Bill No. A-17 be now read a first time.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps,
Christopherson, Agostino, Lombardo, Jackson, Merling, Murray. -13

NAYS: 0 carried

Bill No. A-17 was then read a first time.

It was moved by Alderman Cooke, seconded by Alderman Agro

RESOLVED: That the Bill A-17 be now considered in the Committee of the Whole
with Alderman Kiss in the Chair.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps,
Christopherson, Agostino, Lombardo, Jackson, Merling, Murray. -13

NAYS: 0 carried

Consideration of the Bill (Second Reading)

It was moved by Alderman Cooke, seconded by Alderman Agro

RESOLVED: That the Report of the Committee of the Whole (second reading) on
Bill A-17, be adopted.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps,
Christopherson, Agostino, Lombardo, Jackson, Merling, Murray. -13.

NAYS: 0 carried

It was moved by Alderman Cooke, seconded by Alderman Agro

RESOLVED: That Bill A-17 be now read a third time.

YEAS: Mayor R. Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Jackson, Merling, Murray. -13.

NAYS: 0 carried

Bill A-17 was then read a third time, signed, sealed and enrolled as a By-law.

City Council adjourned at 5:15 o'clock p.m.

MEETING OF HAMILTON CITY COUNCIL
TUESDAY, MAY 9, 1989
7:30 O'CLOCK, P.M.

The Council met.

PRESENT: Mayor R. M. Morrow, Esq.

Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps,
Christopherson, Agostino, Lombardo, Smith, Jackson, Merling,
Gallagher, Murray.

ABSENT: Alderman W. McCulloch - City Business
Alderman D. Ross - Regional Business

The Mayor called the meeting to order.

Major James Reid, Director of Special Services for Hamilton Salvation Army led the Council in prayer.

The Mayor made the following presentations:

1. (i) Royal Week - May 15 to May 22 to be accepted by James Hill,
Hamilton and District Branch Chairman, Monarchist
League of Canada, followed by presentation to the
Mayor.
- (ii) St. John Week - May 28 to June 3 to be accepted by Sharon Payne,
Corps Supt., Hamilton-Wentworth St. John
Brigade, and Peter Mori, Training Chairman,
Hamilton-Wentworth St. John Branch
- (iii) Motorcycle Awareness Month - May - to be accepted by Ed Murphy,
Vice President of
International Christian Bikers
Association
- (iv) Canada Health Day - May 12
- (v) Plaque of Congratulation to Susan LeMaich, Winner of the Canadian
Ladies Snooker Championships in Calgary, Alberta
- (vi) M. S. Carnation Month - May, 1989 - to be accepted by Ms. Cynthia
MacDonald, Executive Director of the Hamilton and District
Chapter, Multiple Sclerosis Society of Canada.
- (vii) The Ministry of Environment presented Mayor Morrow with a plaque
for the City's participation in the Blue Box Campaign.

RETIREMENT RINGS - Presented to former City Council members
Shirley Collins and Paul Cowell

The minutes of the meeting held April 25th, 1989 were taken as read and approved.

The following communications were received and forwarded to the appropriate Committee, except as indicated:

1. Application from Hope Haven Homes Family Rehabilitation Centre c/o Winnie Capriotti, Hamilton, Ontario for a modification to the "D" (Urban Protected Residential - One and Two Family, Townhouses, etc.) District for property at 992 Montclair Avenue, dated April 28, 1989.
2. Application from Arthur J. Boiago, 88 Elgar Avenue for a change in zoning from "AA" (Agricultural) District to "R-4" (Small Lot Single Family Detached) District for property at 1285 Upper Gage Avenue, dated April 25, 1989.
3. Application from Trillium Funeral Service Corporation, c/o Maurice Graff, Michael Torsney Architects Inc, Hamilton for a modification to the established "H" (Community Shopping and Commercial, etc.) District and a change in zoning from "E" (Multiple Dwellings, Lodges, Clubs, etc.) District to "G-3" (Public Parking Lots) District modified for 15 West Avenue North and 16-20 Wellington Street North, dated April 26, 1989.
4. Application from Maurice Charles Carter, c/o Evans, Husband, Barrister and Solicitors, Hamilton, for a further modification to the established "J" (Light and Limited Heavy Industrial) District regulations for property located at 139 Cannon Street East, dated April 26, 1989.
5. Application from Kathleen Marie Ward, c/o Schreiber, Bordonaro, Yanover & Nadel, Hamilton, Ont. for a modification to the "D" (Urban Protected Residential - One and Two Family, Townhouses, etc.) District to permit a maximum of 15 residents for 153 George Street, dated April 26, 1989.
6. Application from Duncan M. Beattie Insurance Agency Ltd., 1036 Upper Wellington Street, for a modification to the "H" (Community Shopping and Commercial, etc.) District for property at 1036 Upper Wellington, dated May 4, 1989.

It was moved by Alderman Cooke, seconded by Alderman Agro that Council move into Committee of the Whole to consider the Report of the Co-ordinating Committee, Transport and Environment Committee, Parks and Recreation Committee, Planning and Development Committee, Legislation Committee, Personnel Committee and the Finance Committee, with Alderman Kiss in the chair.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Murray. - 14

NAYS: 0 (carried)

(A) CO-ORDINATING COMMITTEE - TENTH REPORT

Recorded Vote on Section 18

YEAS: Mayor Morrow, Aldermen Kiss, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Gallagher, Murray. - 11

NAYS: Alderman Merling. -1. (carried)

(B) TRANSPORT AND ENVIRONMENT COMMITTEE - TENTH REPORT

It was moved by Alderman Merling, seconded by Alderman Christopherson

RESOLVED: That Rule No. 8 of Procedural By-law 82-203 be invoked for this meeting of City Council in order to permit consideration of a resolution respecting a Permit Parking Regulation. (carried)

It was moved by Alderman Merling, seconded by Alderman Christopherson.

RESOLVED: That the following be added as Section 25 of the Tenth Report of the Transport and Environment Committee.

"25. (a) That a Permit Parking Regulation be implemented on the east side of Fairfield Avenue North commencing at a point 26 feet south of Vansitmart Avenue and extending to a point 40 feet southerly therefrom; and

- (b) That the Director of Traffic Services be authorized to issue one parking permit to Mr. R. Gallagher, 350 Fairfield Avenue North and one permit to Mr. N. Bothen, 352 Fairfield Avenue North; and
- (c) That City Traffic By-law 89-72 be amended accordingly.
(carried)

Alderman Gallagher declared personal interest in, took no part in the debate on this resolution as his Uncle owns 350 Fairfield Avenue North.

(C) PARKS AND RECREATION COMMITTEE - TWELFTH REPORT

Recorded Vote on Section 1

YEAS: Aldermen Cooke, Hinkley, Drury, Copps, Christopherson,
Lombardo, Murray. - 7.

NAYS: Aldermen Agostino, Smith, Jackson. - 3 (carried)

Recorded Vote on Section 2

YEAS: Aldermen Cooke, Hinkley, Drury, Copps, Christopherson,
Lombardo, Murray. - 7.

NAYS: Aldermen Agostino, Smith, Jackson. - 3 (carried)

Recorded Vote on Section 5

YEAS: Aldermen Cooke, Hinkley, Drury, Copps, Christopherson,
Lombardo, Murray. - 7.

NAYS: Aldermen Agostino, Smith, Jackson. - 3 (carried)

It was moved by Alderman Jackson, seconded by Alderman Smith that the following be added as Section 14 of the Thirteenth Report of the Planning and Development Committee.

14. That APPROVAL be given in part to Zoning Application 88-80, Mr. L.W. Bertrand, Mr. R. Gallagher and Mr. J. Ferguson, owners, for a change in zoning (Block 2) from "AA" (Agricultural) District to "DE-3" (Multiple Dwellings) District for the front part of properties located at Nos. 1500, 1514, and 1522 Upper Ottawa Street, as shown on the attached map marked as APPENDIX "Q" on the following basis:

- (a) That the lands described as Block 2 be rezoned from "AA" (Agricultural) District to "DE-3" (Multiple Dwellings) District;
- (b) That the City Solicitor be directed to prepare a By-law to amend Zoning By-Law No. 6593 and Zoning District Map E-49D for presentation to City Council;
- (c) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.
- (d) That the Templemead Neighbourhood Plan be amended by redesignating the following:
 - (i) Block 2 - From "Attached Housing" to "Low Density Apartments".

NOTE: The purpose of this By-Law is to provide for changes in zoning for the front part of properties located at Nos. 1500, 1514 and 1522 Upper Ottawa Street, on the following basis:

- (a) Block 2 - From "AA" (Agricultural) District to "DE-3" (Multiple Dwellings) District.

The effect of the By-law is to permit low density apartment and/or townhouse development on the lands described as Block 2. (carried)

Block 1 of this Zoning Application was approved in an amended Section 10 of the FIRST Report for 1989 of the Planning and Development Committee by City Council at its meeting held 1989 January 10th. (carried)

(E) LEGISLATION COMMITTEE - NINTH REPORT

It was moved by Alderman Christopherson, seconded by Alderman Lombardo that sub-section (c) of Section 1 be amended by adding the following as subsection (iv)

iv) It is understood that:

- A) The proposed by-law will only be passed and implemented by Council if funding for staff, administration and per diems- which is acceptable to Council - is provided by the Provincial Government and,
- B) Should the Province fail to give either legal status or adequate funding to the proposal; City Council will call for the Province to assume full responsibility for all aspects of Second Level Lodging Homes.

Recorded Vote on Section 1

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Gallagher, Murray. - 14.

NAYS: Alderman Merling. - 1. (carried)

Recorded Vote on Section 1 as amended

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Gallagher, Murray. - 14.

NAYS: Alderman Merling. - 1. (carried)

It was moved by Alderman Agro, seconded by Alderman Copps

RESOLVED: That Section 5 of the Ninth Report of the Legislation Committee be referred back for comment by the City Treasurer. (carried)

It was moved by Alderman Agro, seconded by Alderman Drury

RESOLVED: That Rule No. 8 of Procedural By-law 82-203 be invoked for this meeting of City Council in order to permit consideration of a resolution respecting the hosting of a "brunch" for delegates attending the National Conference of Workshops of Ghanian-Canadians. (carried)

It was moved by Alderman Agro, seconded by Alderman Drury

RESOLVED: That the following be added to the Ninth Report of the Legislation Committee as Section 8.

8. That the City of Hamilton host a "brunch" on Sunday, 1989 May 21 for approximately 150 delegates attending the National Conference of Workshops of Ghanian-Canadians to be held in the City of Hamilton 1989 May 19 to May 21 at the Hamilton Convention Centre at a cost not to exceed \$1 400. and that this expenditure be financed from Account CH55314-84010 - Special Receptions and Dignitaries Hosting.
(carried)

(F) PERSONNEL COMMITTEE - SEVENTH REPORT

(G) FINANCE COMMITTEE - ELEVENTH REPORT

NOTICE OF MOTION

Council consented to Alderman Agostino withdrawing his Notice of Motion which reads as follows:

That the City Council meeting time be changed to 10:00 o'clock a.m. Tuesday from the present 7:30 o'clock p.m. Tuesday.

That conflicting committee meetings be adjusted to fit into this time slot.

It was moved by Alderman Cooke and seconded by Alderman Agro

RESOLVED: That the report of the Committee of the Whole on the Reports be adopted.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Murray. - 15.

NAYS: 0 (carried)

It was moved by Alderman Cooke and seconded by Alderman Agro

RESOLVED: that the following Bills be now read a first time.

A-15, 16

B-57, B-58, B-59, B-60, B-61, B-62, B-63, B-64, B-65, B-66,
B-67, B-68, B-69, B-70, B-71

D-51, D-52, D-53

YEAS: Mayor R. Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Murray. - 15

NAYS: 0 (carried)

The Bills were then read a first time.

It was moved by Alderman Cooke and seconded by Alderman Agro that Council move into Committee of the Whole (second reading) to consider the Bills, with Alderman Kiss in the chair.

YEAS: Mayor R. Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Murray. - 15

NAYS: 0 (carried)

Consideration of the Bills (second reading)

It was moved by Alderman Cooke and seconded by Alderman Agro

RESOLVED: that the Report of the Committee of the Whole on the Bills be adopted. (carried)

YEAS: Mayor R. Morrow, Aldermen Cooke, Kiss, Agro, Hinkley, Drury, Copps, Christopherson, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Murray. - 15

NAYS: 0 (carried)

It was moved by Alderman Cooke and seconded by Alderman Agro

RESOLVED: that the following Bills be now read a third time

A-15, 16

B-57, B-58, B-59, B-60, B-61, B-62, B-63, B-64, B-65, B-66,
B-67, B-68, B-69, B-70, B-71

D-51, D-52, D-53

The Bills were then read a third time, signed, sealed and enrolled as By-laws.

City Council adjourned at 9:35 o'clock, p.m.

MEETING OF HAMILTON CITY COUNCIL

TUESDAY, MAY 23, 1989

6:15 O'CLOCK, P.M.

The Council met.

PRESENT: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray.

ABSENT: Alderman Christopherson - Vacation

This was a special meeting of City Council called to deal with the Eighth Report of the Personnel Committee.

It was moved by Alderman Cooke, seconded by Alderman Agro and carried, that Council move into Committee of the Whole to consider the Report of the Personnel Committee with Alderman Kiss in the chair.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. -16.

NAYS: 0 carried

PERSONNEL COMMITTEE - EIGHTH REPORT

It was moved by Alderman Cooke and seconded by Alderman Agro

RESOLVED: That the report of the Committee of the Whole on the report of the Personnel Committee be adopted.

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury, Copps, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Ross, Murray. -16.

NAYS: 0 - carried

It was moved by Alderman Cooke and seconded by Alderman Agro

RESOLVED: that the following Bill be now read a third time, signed,
sealed and enrolled as a By-law:

F-2

YEAS: Mayor Morrow, Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Drury,
Copps, Agostino, Lombardo, Smith, Jackson, Merling, Gallagher, Ross,
Murray. -16

NAYS: 0 carried

City Council adjourned at 6:25 o'clock, p.m.

REPORT OF THE CO-ORDINATING COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Co-ordinating Committee presents its ELEVENTH Report for 1989 and respectfully recommends:

1. (a) That the Mountain Arena Dehumidifier Project be proceeded with at an estimated gross cost of \$70 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.
- (b) That the \$70 000 for this project be financed from the Reserve for Capital Projects, Account No. RF 51203 25303.
- (c) That staff be authorized to make application for any operating or Capital Grant funds applicable to this Project including Wintario Capital Grants if and when such grants become available.

NOTE: This Capital Project was approved by the Parks and Recreation Committee at its meeting on May 23, 1989.

2. (a) That approval be given to the allocation of funds, in accordance with the policy as approved by City Council on 1986, May 13 and as amended on 1986, October 26, for the purchase and installation of metal playlot equipment for the following projects:

- | | | |
|-----|---|----------|
| (i) | Rosedale Neighbourhood Project | \$ 2 300 |
| | (Rosedale & St. Christopher's School) | |
| | to match those funds raised in the community. | |

Note: The estimated total for the project is \$14 600 for a creative metal climber.

- | | | |
|------|---|----------|
| (ii) | Sam Manson Park (Kentley Neighbourhood) | \$ 5 000 |
|------|---|----------|

TOTAL		\$ 7 300
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- (b) That the purchase and installation of this equipment in the gross amount of \$7 300 be financed from the Reserve for Acquisition of Properties under the Planning Act, Account No. RF 56006 25301.

NOTE: This Capital Project was approved by the Parks and Recreation Committee at its meeting on May 23, 1989.

3. (a) That the construction of the Fire Station on Upper Wellington Street near Stone Church Road be proceeded with at an estimated cost of \$1 400 000 as provided for in the 1989 Portion of the 1989-1993 Capital Budget.
- (b) That the \$1 400 000 for this project be financed by the issuance of debentures.
- (c) That the City Solicitor make application to the Ontario Municipal Board for approval to finance this project at an estimated cost of \$1 400 000 with no eligible subsidies, by the issuance of debentures in the amount of \$1 400 000 for a period not to exceed 15 years, recoverable from the mill rate levied on all rateable property, and further, that application be made to the Regional Municipality of Hamilton-Wentworth to issue debentures in the amount of \$1 400 000 for a term not to exceed 15 years.

NOTE: This Capital Project was approved by the Personnel Committee at its meeting on May 24, 1989.

4. (a) That the Crown Point West/Stipeley Phase II P.R.I.D.E. Programme be proceeded with at an estimated gross cost of \$700 000 (50% Provincial and 50% Municipal) as provided for in the 1989 Portion of the 1989-1993 Capital Budget.
- (b) That the interim funding of \$50 000 required for the planning and organization of the implementation phase of this project be funded from the Reserve for Capital Projects.
- (c) That the City of Hamilton advise the Ministry of Municipal Affairs, Community Renewal Branch, of its intention to utilize the 1989-1990 Allocation under P.R.I.D.E. in the Crown Point West/Stipeley Phase II Project Area.

NOTE: This Capital Project was approved by the Planning and Development Committee at its meeting on May 10, 1989.

5. (a) That \$33 000 be provided for Streetscape Improvements to York Boulevard at MacNab Street.
- (b) That the estimated \$33 000 for this project be funded from the Reserve for Capital Projects.

NOTE: This project was approved by the Planning and Development Committee at its meeting on May 10, 1989.

This project provides for the City of Hamilton to participate in a joint venture with the Eaton Centre development which will provide for concrete crosswalks at MacNab Street and York Boulevard as well as some sidewalk improvements to the northeast entrance of the Hamilton Farmers Market. Cadillac Fairview, within the scope of the new Eaton Centre development, will be supplying a new sidewalk to the south side of York Boulevard from MacNab to James Streets. These improvements will adhere with the existing Downtown Action Plan design on adjacent streets.

6. (a) That the Offer to Purchase the property at 18 Main Street East (south-west corner of Main Street East and Hughson Street South) from DeSantis Group Inc. be amended as follows:
- (i) that the closing date of the transaction be extended from May 29, 1989 up to sixty (60) days after a decision of the Ontario Municipal Board approving of minor variances required for the approved site plan but in any event no later than December 14, 1989.
 - (ii) that the construction commencement date shall be within eight (8) months after the closing date and the construction completion date shall be within two (2) years following the commencement of construction.
 - (iii) that the Mayor and City Clerk be authorized to enter into an agreement to amend the Agreement of Purchase and Sale incorporating these changes.
 - (iv) time is to remain of the essence and all the other terms and conditions are to remain the same.
- (b) That, subject to review and confirmation by the Director of Property and the City Solicitor, approval be given to make representation to the Ontario Municipal Board advising that City Council is of the view that the content of the objection to the decision of the Committee of Adjustment in which approval was granted for a Minor Variance to the Zoning By-law respecting the property at 18 Main Street East as set out in the Notice of Appeal is insufficient and frivolous, and recommending that the Appeal be dismissed and a Board Order issued accordingly. However, regardless of the outcome of the City's representation, that the Ontario Municipal Board be requested to appoint a hearing date as soon as possible.

7. (a) That an amount of \$2 100 be approved for providing "signing" for coverage of City Council meetings by Cable 14 T.V. Hamilton for the hearing impaired.
- (b) That the Finance Committee be requested to recommend the method of financing this expenditure.

NOTE: The Regional Municipality of Hamilton-Wentworth will be requested to approve a similar appropriation to provide "signing" of Regional Council meetings. The total annual cost for providing weekly "signing" of both City and Regional Council meetings will be \$4 200 to be split equally between the City and Region. The interpreter will be supplied by the local office of the Canadian Hearing Society.

8. (a) That the City of Hamilton complete the contract for the reconstruction of Gore Park with Dufferin Construction for a sum of \$190 000 for all outstanding holdbacks and interest and all delays, loss of productivity and loss of profit resulting from the cancellation of the contract recognizing that all parties shall pay their own legal expenses.
- (b) That the Finance Committee be requested to recommend the source of funding required to finance the amount of \$190 000.

NOTE: This settlement completes the City of Hamilton's obligation with Dufferin Construction in conjunction with the original reconstruction of Gore Park.

9. At its meeting held 1989 May 25, the Co-ordinating Committee had before it the following recommendations from the Parks and Recreation Committee respecting a Senior Citizens Drop-In Centre at 53 Lake Avenue (Warden Park):
 - (a) That approval be given to design and construct a new building for use as a Senior Citizens Drop-In Centre, for a total project cost of \$297 000.
 - (b) That application be made to the Planning and Development Committee for a revision to the zoning of the property to permit the demolition of the existing building and erecting a new centre.

- (c) That the Co-ordinating Committee be requested to recommend the amount and source of the additional funding required in the amount of \$197 000.

In connection with Subsection (c) above, the Co-ordinating Committee also had before it the following recommendation of the Treasurer relative to financing the design and construction of the Senior Citizens Drop-In Centre:

"That the additional \$197 000 over and above the capital budget provision of \$100 000 for the revised Senior Citizens Drop-In Centre project be financed from the Reserve for Capital Projects."

The Co-ordinating Committee recommends that, as there is a Feasibility/Need Study currently underway to determine adequate recreational services for senior citizens, the additional funding required not be provided.

10. That leave be granted to introduce the following Bill:

- (a) Bill A-18 A By-law to Confirm the Proceedings of the Council of the Corporation of the City of Hamilton.

RESPECTFULLY SUBMITTED

MAYOR R. M. MORROW
CHAIRMAN
CO-ORDINATING COMMITTEE

John Thompson
Acting Secretary
1989 May 25
/bc

REPORT OF THE PARKS AND RECREATION COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Parks and Recreation Committee presents its THIRTEENTH Report for 1989 and respectfully recommends:

1. (a) That the application by the Hamilton Folk Arts Heritage Council to host, "It's Your Festival" in Gage Park from Friday, June 30, 1989 to Sunday, July 2, 1989, inclusive, between the hours of 12:00 noon and 11:00 p.m. be approved subject to the following terms and conditions:
 - i. That \$1 million Comprehensive General Liability Insurance for Property Damage and Bodily Injury, naming the City as co-insured be provided.
 - ii. That location of various booths and activities within the park be subject to the approval of the Parks Division in order to reduce damage and high maintenance costs.
 - iii. That the organizer assume "actual labour charges" associated with event as reported by the Parks Division subsequent to Parks Division representatives meeting with the organizers.
 - iv. That the list of scheduled entertainment be forwarded to the Director of Culture and Recreation at least one (1) month prior to the event in order that:
 - same can be forwarded for review and approval by the Parks and Recreation Advisory Sub-Committee, and
 - discussions can take place with the Hamilton-Wentworth Regional Police for the provision of adequate police security, costs of same to be borne by the applicant
 - v. That the bandshell rental of \$35 per day be applicable.
 - vi. That the organizers arrange for public announcements throughout the event advising the general public that animals are prohibited in the park.

- vii. That any electrician engaged by the applicant to provide additional power sources must be approved by the City.
 - viii. That a detailed accounting of revenues and expenditures satisfactory to the City Treasurer be submitted to the Parks and Recreation Committee following the event.
 - ix. That the Parks and Recreation Advisory Sub-Committee oversee the operation of this event.
 - x. That the Noise Control Officer be requested to monitor and control the noise levels of concerts held in Gage Park during the Festival.
- (b) That the request by the Hamilton Folk Arts Heritage Council to include small Kiddie Rides in conjunction with this Festival be approved subject to the following terms and conditions:
- i. That the rides be located in a portion of the paved parking area at the rear of the bowling green, the number, type and location to be approved prior to the event.
 - ii. That \$1 million Public Liability Insurance would be provided specifically for this purpose, naming the City as co-insured.
 - iii. That the hours of operation would be restricted to 12:00 noon to 8:00 p.m.
 - iv. That the area of the rides would be adequately fenced.
2. That the Hamilton-Wentworth Creative Arts be granted permission to serve alcoholic beverages in Dundurn Park on the occasion of the Festival of World Friends being held in Dundurn Park from August 4th - 9th, 1989, subject to the following terms and conditions:
- (a) That proof of \$2 million Comprehensive General Liability Insurance for Property Damage and Bodily Injury be provided. same to be submitted 30 days in advance of the event and naming the City as co-insured.
 - (b) That the applicant assume responsibility for all labour related charges associated with the event, (set-up, dismantling, clean-up, etc.)
 - (c) That alcoholic beverages be served in the confined area of the pavilion.

- (d) That the applicant adhere to all regulations stipulated by the Liquor Licence Board in the provision of alcoholic beverages.
- (e) That Special Duty Officers as deemed necessary by the Hamilton-Wentworth Regional Police be provided at the applicants expense.

NOTE: Permission was granted by City Council at its meeting of April 11, 1989, to the Hamilton-Wentworth Creative Arts to hold this event in Dundurn Park.

3. That the application by the Hamilton-Wentworth Creative Arts Council to host, "Festival of Friends" in Gage Park from August 11th - 13th, 1989, inclusive, be approved subject to the following terms and conditions:
 - (a) That \$1 million Comprehensive General Liability Insurance for Property Damage and Bodily Injury, naming the City as co-insured be provided.
 - (b) That location of various booths and activities within the park be subject to the approval of the Parks Division in order to reduce damage and high maintenance costs.
 - (c) That the organizer assume "actual labour charges" associated with event as reported by the Parks Division subsequent to Parks Division representatives meeting with the organizers.
 - (d) That the list of scheduled entertainment be forwarded to the Director of Culture and Recreation at least one (1) month prior to the event in order that:
 - same can be forwarded for review and approval by the Parks and Recreation Advisory Sub-Committee, and
 - discussions can take place with the Hamilton-Wentworth Regional Police for the provision of adequate police security, costs of same to be borne by the applicant
 - (e) That the bandshell rental of \$35 per day be applicable.
 - (f) That the organizers arrange for public announcements throughout the event advising the general public that animals are prohibited in the park.
 - (g) That any electrician engaged by the applicant to provide additional power sources must be approved by the City.

- (h) That a detailed accounting of revenues and expenditures satisfactory to the City Treasurer be submitted to the Parks and Recreation Committee following the event.
 - (i) That the Parks and Recreation Advisory Sub-Committee oversee the operation of this event.
 - (j) That the Noise Control Officer be requested to monitor and control the noise levels of concerts held in Gage Park during the Festival.
4. That permission be granted to Racalmutese Maria S.S. Del Monte Ontario Inc. to conduct a fireworks display on the Lax Property, on June 11, 1989, in conjunction with the festival planned for June 10 and 11, 1989, in honour of Maria Santissima Del Monte, subject to the following terms and conditions:
- (a) That a licensed operator be responsible for carrying out the fireworks display.
 - (b) That the Racalmutese Maria S.S. Del Monte Ontario Inc. have in place \$2 million Comprehensive General Liability Insurance for Property Damage and Bodily Injury, naming the City as co-insured.
 - (c) That the applicant assume the responsibility for all labour related charges related to the event, (i.e. clean-up).
5. That approval be given of the action taken by the Director of Culture and Recreation in approving the request of the Greenhill Co-operation Corporation to hold a Fireworks Display on City property located at Quigley and Greenhill on Monday, May 22, 1989, subject to the following terms and conditions:
- (a) That a Licensed Operator be responsible for carrying out the Fireworks Display.
 - (b) That Greenhill Co-operative Corporation have in place a \$1 million Comprehensive General Liability Insurance for Property Damage and Bodily Injury, naming the City as co-insured.

6. That approval be given of the action taken by the Director of Culture and Recreation in approving the request of the Gilkson Community Council to hold a Fireworks Display at Gilkson Park on Monday, May 22, 1989, subject to the following terms and conditions:
- (a) That a Licensed Operator be responsible for carrying out the Fireworks Display.
 - (b) That Gilkson Community Council have in place a \$1 million General Liability Insurance for Property Damage and Bodily Injury, naming the City as co-insured.
7. (a) That the application by the Feast Committee of the Church of St. Anthony of Padua, to host their annual feast celebration in Ivor Wynne Stadium on Sunday, June 18, 1989, between the hours of 11:00 a.m. and 11:00 p.m. be approved subject to:
- i. The terms and conditions set down in accordance with Schedule B of the Operational Regulations for use of Ivor Wynne Stadium.
 - ii. The terms and conditions for Fireworks Display at the Ivor Wynne Stadium as approved by City Council, at its meeting held October of 1987.
 - iii. Provision of Public Liability and Property Damage Insurance, naming the City as co-insured in an amount satisfactory to the City.
 - iv. The Licensed Operator providing adequate insurance for his own protection.
- (b) That the low level fireworks display produced by Hands Fireworks be approved.
8. That approval be given of the following actions taken by the Director of Culture and Recreation to acquire track and field equipment for use at the Mohawk Sports Park track facility.
- (a) Receive the cash donation of seventeen thousand dollars (\$17 000) from Dofasco Inc.
 - (b) Acknowledge receipt of sixteen thousand nine hundred dollars (\$16 900) from the Ministry of Tourism and Recreation - Wintario Development Grant.
 - (c) To receive the donation of track and field equipment at the (estimated value of \$2 100).

- (d) Obtain an appraisal and establish the value of Mr. Haac's donation and issue a tax receipt for the appropriate value.
 - (e) Purchase track and field equipment from the 91st Highlanders valued at \$19 600.
 - (f) Purchase additional track and field equipment and supplies from the lowest quotes obtained by the Manager of Purchasing not to exceed \$14 300.
- 9. (a) That the Minor Hockey rate for municipal ice for the 1989-90 season be based upon the subsidized rate of \$35 per player for residents of the City of Hamilton.
 - (b) That the non-resident rate be based upon the policy of a 50% increase following resident placement.
- 10. That Scott Park Arena be opened three (3) weeks earlier in the season for 1989-90.
- 11. That provision be made for groups and organizations booking arenas for ice surface programs or special events to receive support use of the Arena Coaches Room or Lounge at no charge unless being used for fund-raising purposes.
- 12. That a special prize of a "FAMILY MEMBERSHIP FOR LIFE" be awarded to the winning entrant in the Culture and Recreation "SLOGAN CONTEST".
- NOTE: A "name our slogan" contest will be used as an incentive to solicit survey comments and to provide a "catch" slogan to be used in future promotions. The slogan selection will be judged following a review by the Advisory Committee and recommend to the Parks and Recreation Committee. The awarding will be made at a fall Council meeting.
- 13. (a) That the Parks and Recreation Committee endorse the sale of alcoholic beverages by the Greek-Canadian Church, on Church property only and in conjunction with their annual Greek Fest to be held August 18, 19, 20, 1989.

(b) That permission be given to the organizers to erect a tent on Inch Park for the purpose of cooking and selling food and to provide an area for entertainment and dancing subject to the following terms and conditions:

- i. That approval be received from Health and Fire Departments for arrangements for the sale of food and refreshments.
- ii. That proof of \$1 million General Liability Insurance for Property Damage and Bodily Injury, naming the City as additional insured, be provided.
- iii. That Police Security, satisfactory to the Hamilton-Wentworth Regional Police be provided.
- iv. That precaution be taken by the organizers to ensure grounds are not damaged and financial restitution be made to the City for any damage that may occur.
- v. That all City costs over and above the norm, incurred as a result of this event be paid by the applicant.
- vi. That permission be granted to park 100 vehicles on Inch Park, in an area approved by the Parks Division.

14. That a purchase order be issued to R.M.C. Equipment Ltd., Markham, in the amount of \$20 120.40 for the supply and delivery of One (1) Toro Groundmaster for the Cemeteries Division, Public Works Department, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest acceptable of three (3) tenders received. Funds provided in Operating Equipment Account No. CH58005 63001.

As this equipment is required immediately for grass cutting, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following; the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council."

15. That a purchase order be issued to Hands Fireworks Inc., Mississauga, in the amount of \$16 000, for the Fireworks Display, Victoria Day, in accordance with Vendor's proposal.

NOTE: Lowest acceptable of two (2) proposals received. Funds provided in May 24th Celebrations Account No. CH55327 70005.

To meet the delivery time for the celebrations, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council."

16. (a) That a purchase order be issued to Cimco Div. of Toromont Industries Ltd., Toronto, in the amount of \$209 412 for the maintenance of heavy ice making equipment in various City owned arenas, for a thirty-six month period, with an option in favour of the City to renew for an additional one twenty-four month term, for an amount of \$146 688, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.
- (b) That a contract be entered into satisfactory to the City Solicitor.

NOTE: Lowest of two (2) tenders received. Funds provided in Refrigeration Contract Account No. CH57107 31136.

17. That with respect to 117 West Avenue South expropriation on October 19, 1988 for parks and municipal purposes pursuant to Expropriation By-law 88-181, the City Clerk be authorized and directed to:

- (a) Sign and serve Notice in accordance with Section 41 of The Expropriations Act that possession of the expropriation land is required;

- (b) Sign and serve Offers of Compensation in accordance with Section 25 of The Expropriations Act for the expropriated land as follows:

\$93 000 Former Owners: William Alford Spera

The Spouse of William Alford Spera

Harold MacKenzie

The Spouse of Harold MacKenzie

18. That with respect to 123 West Avenue South, expropriated on October 19, 1988 for parks and municipal purposes pursuant to Expropriation By-law 88-181, the City Clerk be authorized and directed to:

- (a) Sign and serve Notice in Accordance with Section 41 of The Expropriations Act that possession of the expropriated land is required;

- (b) Sign and serve Offers of Compensation in accordance with Section 25 of The Expropriations Act for the expropriated land as follows:

\$108 000 Former Owners: Claudino Gregorio
The Spouse of Claudino Gregorio

Rosa Gregorio
The Spouse of Rosa Gregorio

\$1.00 Tenants: Donald Hagen
The Spouse of Donald Hagen

Nieves Hagen
The Spouse of Nieves Hagen

P. Echlin
The Spouse of P. Echlin

Wayne King
The Spouse of Wayne King

19. That the resolution adopted by City Council at its meeting held 1989 April 25 respecting Liability Insurance coverage for Volunteer Organizations be amended to read as follows:

- (a) That the City provide a grant, in the amount of 50% per participant and 100% per volunteer, to volunteer organizations who are registered with and operate programmes approved by the Department of Culture and Recreation. This grant is for the purpose of off-setting the cost of providing Liability Insurance.
- (b) That the present policy of providing grants to help off-set the cost of Liability Insurance for those organizations who are registered with and operate approved programmes by the Department of Culture and Recreation, and who have already obtained Liability Insurance, be continued.

RESPECTFULLY SUBMITTED,

C. J. Coutts
Acting Secretary

ALDERMAN T. MURRAY, CHAIRMAN
PARKS AND RECREATION COMMITTEE

1989 May 23

/lp

REPORT OF THE PLANNING AND DEVELOPMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Planning and Development Committee presents its FOURTEENTH Report for 1989 and respectfully recommends:

1. That the Building Commissioner BE AUTHORIZED to issue demolition permits for the following properties:
 - (a) 916 Upper Paradise Road
 - (b) 930 Upper Paradise Road
 - (c) 247 Brant Street
 - (d) 377-379 Sherman Avenue North
 - (e) 130 Young Street
 - (f) 354 Birch Avenue
2. That the Director of Community Development BE AUTHORIZED to process the following grant/loan(s) in the amounts not to exceed \$7,500. The actual amount of grant or loan to be determined by inspection of the property under the Property Standards By-law 74-74 and pursuant to Regulation 506 (R.R.O. 1980) under The Housing Development Act for the Ontario Home Renewal Programme.
 - (a) Luciano Cacioppo
52 Mulberry Street
 - (b) Agnes Filinski
204 Fernwood Crescent
3. That a repayable loan under the Commercial Facade Loan Programme, in the amount of fifteen thousand dollars (\$15,000.), BE APPROVED for 335 Upper Wentworth St., Ankica Miokovic. The interest rate to be 6-3/4 percent, amortized over 10 years.
4. That the City of Hamilton ACCEPT the sum of \$7,000. as cash payment in lieu of 5% dedication in connection with "Ridgeview Estates - Phase 3", Hamilton, this being the cash requirement under Section 50 of The Planning Act.

NOTE: These lands are located east of Upper Wentworth Street and south of Stone Church Road in the Butler Neighbourhood, Hamilton.

5. That the Mayor and the City Clerk **BE AUTHORIZED** to execute documents for the purpose of releasing two industrial lots (Lots 29 and 30, Plan M-227) known municipally as 215 and 235 Hempstead Drive, Hamilton from the construction covenants contained in Deed No. 106424 L. T. as these covenants have been fulfilled.

NOTE: In adopting Item 11 of the 13th Report of the Planning and Development Committee on 1981 April 28, City Council authorized the sale of the City owned Lots 29 and 30, Plan M-227, Hamilton Mountain Industrial Park No. 1, to Domglas Inc. The transaction was completed on 1981 May 22. On 1982 September 24, a 43,200 square foot building was completed on the site.

6. (a) That **APPROVAL** be given to the "Intent to Designate" Stinson Street School at 180 Grant Avenue as a property of historical and architectural value, pursuant to the provisions of the Ontario Heritage Act, 1983, as per the Reasons for Designation, attached herewith and marked **APPENDIX "A"**.
- (b) That the City Solicitor **BE AUTHORIZED AND DIRECTED** to take the appropriate action to have this property designated pursuant to the provisions of the Ontario Heritage Act, 1983.
7. That **APPROVAL** be given to Proposed Draft Plan of Condominium Application SA-89-03, "Spallacci Plaza", Spallacci Construction, owner, to establish a draft plan of condominium located at the east side of Lancing Drive, north of Rymal Road, subject to the following conditions:
- (a) That this approval apply to the plan prepared by Ashenhurst Nouwens Limited, dated 1989 February 10.
- (b) That the owner agree in writing to satisfy all financial requirements of the Regional Municipality of Hamilton-Wentworth.
8. (a) That Proposed Amendment No. 18 to the Official Plan of the City of Stoney Creek does not conflict with the planning intentions of the City of Hamilton; and;
- (b) That the City Clerk be directed to inform the Regional Municipality of Hamilton-Wentworth regarding (a) above.

NOTE: The Region of Hamilton-Wentworth has requested the City's comments on proposed Amendment No. 18 to the Official Plan of the City of Stoney Creek. The purpose of the proposed Amendment is to change the staging of development boundaries for the Stoney Creek West Mountain Area.

9. That APPROVAL be given to include City owned lands with Zoning Application 89-15, and Subdivision Application 88-05, Starward Homes Limited, owner, for property located north of Stone Church Road West and west of Chesley Street, shown as Block "1" on the attached map marked as APPENDIX "B".
10. That the Chairman of the Planning and Development Committee, or his designate, BE AUTHORIZED to attend the 1989 Central Ontario Planners Conference on Thursday, 1989 June 15th in Richmond Hills, Ontario.
11. (A) That Zoning Application 89-07, Adisco Limited, prospective owner, requesting changes in zoning from "AA" (Agricultural) District (Block "1") and "C" (Urban Protected Residential, etc.) District (Block "2") to "D" (Urban Protected Residential - One and Two Family Dwellings, Townhouses, etc.) District modified, for property located in the area south of Stone Church Road East and east of the Ontario Hydro right-of-way, shown as Blocks "1" and "2" on the attached map marked as APPENDIX "C", BE DENIED for the following reasons:
- (a) The proposed townhouse development conflicts with the intent of the approved Butler Neighbourhood Plan;
 - (b) The proposal to introduce Townhouse development at this location in the interior of the Butler Neighbourhood conflicts with established planning practices and, would be incompatible and out of character with existing and future intended development in the surrounding area;
 - (c) Approval of the application would establish an undesirable precedent and set the stage for future similar applications to permit townhouse development within areas designated for "Single and Double" residential development.
- (B) That APPROVAL be given to an amended Zoning Application 89-07, Adisco Limited, prospective owner, for changes in zoning from "AA" (Agricultural) District (Block "1") and "C" (Urban Protected Residential, etc.) District (Block "2") to "R-4" (Small Lot Single-Family Detached) District, for property located in the area south of Stone Church Road East and east of the Ontario Hydro right-of-way, shown as Blocks "1" and "2" on the attached map marked as APPENDIX "C", on the following basis:
- (a) That the lands described as Block "1" be rezoned by "AA" (Agricultural) District to "R-4" (Small Lot Single-Family Detached) District;
 - (b) That the lands described as Block "2" be rezoned from "C" (Urban Protected Residential, etc.) District to "R-4" (Small Lot Single-Family Detached) District;

- (c) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-27C for presentation to City Council;
- (d) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the By-law is to provide for the following changes in zoning for property located in the area south of Stone Church Road East and east of the Ontario Hydro right-of-way:

- (a) Block "1" - Change from "AA" (Agricultural) District to "R-4" (Small Lot Single-Family Detached) District.
- (b) Block "2" - Change from "C" (Urban Protected Residential, etc.) District to "R-4" (Small Lot Single-Family Detached) District.

The effect of the By-law is to permit development for 51 small lot single-family detached dwellings.

- 12. That APPROVAL be given to Zoning Application 89-08, Starward Homes Limited, owner, for a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District for property located on the north side of Stone Church Road West in the area east of Garth Street, shown as Blocks "1" and "2" on the attached map marked as APPENDIX "D", on the following basis:

- (a) That the lands described as Blocks "1" and "2" be rezoned from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District.
- (b) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map W-17C for presentation to City Council;
- (c) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of the by-law is to provide for a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District for property located on the north side of Stone Church Road West in the area east of Garth Street, shown as Blocks "1" and "2".

The effect of the by-law is to permit the creation of nine lots for single-family detached dwellings.

13. That APPROVAL be given to Zoning Application 89-20, Barbara Pinto M.D., prospective owner, requesting a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District modified (Block "1"), and for a modification to the established "C" (Urban Protected Residential, etc.) District regulations (Block "2"), for property located at 836 Upper Wentworth Street, as shown on the attached map marked as APPENDIX "E", on the following basis:
- (a) That the lands described as Block "1" be rezoned from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District;
 - (b) That the "C" (Urban Protected Residential, etc.) District regulations as contained in Section 9 of Zoning By-law No. 6593, applicable to the lands described as Blocks "1" and "2", be modified to include the following variances as special requirements:
 - (i) Notwithstanding the provisions of Section 9.(1) of By-law No. 6593, the following commercial uses shall be permitted:
 - (1) a medical office within the existing building;
and,
 - (2) an unlighted name plate having an area of not more than 0.2 square metres attached to and, as nearly as practicable, flush with the wall of the dwelling;
 - (ii) That a minimum 3.0m wide landscaped planting strip shall be provided and maintained across the entire westerly rear lot line, and a visual barrier not less than 1.2m in height and not greater than 2.0m in height shall be provided and maintained within the required 3.0m wide landscaped strip.
 - (iii) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1127, and that the subject lands on Zoning District Map E-18 be notated S-1127;
 - (iv) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-18 for presentation to City Council;
 - (v) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.
 - (c) That Schedule "B" to By-law No. 79-275, as amended By-law No. 87-223, respecting Site Plan Control be amended by adding the subject lands thereto.

- (d) That the amending By-law not be passed by Council until the applicant has applied for and received Site Plan Approval.

NOTE: The purpose of the By-law is to provide for a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District (Block "1"), and for modifications to the "C" (Urban Protected Residential, etc.) District regulations (Blocks "1" and "2"), for property located at 836 Upper Wentworth Street.

The effect of the By-law is to permit the conversion of the existing single-family dwelling to a medical office use.

In addition, the By-law provides for the following variances as special requirements:

- (a) To permit an unlighted name plate having an area of not more than 0.2 square metres attached to and, as nearly as practicable, flush with the wall of the dwelling;
- (b) To require a landscaped planting strip not less than 3.0m wide across the entire rear yard of the property, and a visual barrier not less than 1.2m in height and not greater than 2.0m in height to be provided and maintained along and within the required 3.0m wide landscaped strip.

14. That Zoning Application 89-24, Maria and Labros Spandonidis, owners, requesting a modification to the established "C" (Urban Protected Residential, etc.) District regulations to permit the conversion of an existing two-family dwelling to a three-family dwelling, for property located at 21 Lottridge Street, as shown on the attached map marked as APPENDIX "F", BE DENIED for the following reasons:

- (a) It represents an intrusion of a three-family dwelling into an area occupied primarily by one and two-family dwellings;
- (b) It represents an over-intensification of use, in that the property does not meet the minimum lot area requirement for a converted dwelling. The minimum lot area requirement is 270.0m^2 (2,906.26 sq. ft.), whereas the property only has 173.11m^2 (1,863.45 sq. ft.) of lot area. Furthermore, the proposed three dwelling units which range in floor area from approximately 35.58m^2 (382.96 sq. ft.) to a maximum of 52.69m^2 (567.15 sq.ft.), do not provide the minimum 65.0m^2 (699.65 sq.ft.) of floor area for a "Class A Dwelling Unit";
- (c) The cubic contents of the second floor of the dwelling were enlarged to facilitate conversion contrary to Section 19(ii) of Zoning By-Law No. 6593.
- (d) Approval of the application would establish an undesirable precedent and set the stage for other land owners to convert their dwellings; and,

- (c) Adequate parking cannot be provided for the proposed use. In this regard, no off-street parking is available for the current use, whereas a total of 4 off-street parking spaces are required for the proposed three-family dwelling.

15. That Amended Zoning Application 88-121, Arm-Orn Properties Limited, owner, requesting a modification to the established "M-13" (Prestige Industrial) District regulations to permit, in addition to the uses allowed in the "M-13" District, uses that are allowed in the "M-14" District and to delete the required minimum 13.5m wide landscaped area for property located at 60 and 76 Harlowe Road, as shown on the attached map marked as APPENDIX "G", BE DENIED for the following reasons:

- (a) It is contrary to the intent of the Official Plan and the Mountain Industrial Area Plan;
- (b) There are other locations in the Mountain Industrial Area where the proposed industrial uses could be more appropriately located;
- (d) Approval of the proposal could encourage similar applications from other properties along Harlowe Road which, if approved, would change the character of the area and may adversely affect the future use of the Mount Albion Conservation Area; and,
- (e) The proposed uses are not considered to be compatible or in character with the established and proposed development in the area, especially the adjoining Mount Albion Conservation Area.

16. That leave BE GRANTED to introduce the following Bills:

- (a) Bill D-54 A By-law to amend Zoning By-law No. 6593 respecting land located in the area south of Rymal Road West and west of Christie Street.
- (b) Bill D-55 A By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 11 Cannon Street West (formerly Municipal No. 13 Cannon Street West).
- (c) Bill D-56 A By-law to adopt Official Plan Amendment No. 77 respecting lands located south of Rymal Road East, east of Miles Road, within the Broughton West Neighbourhood.

- (d) Bill D-57 A By-law to amend Zoning By-law No. 6593 as amended by Zoning By-law No. 88-093 respecting lands located on the east side of Upper James Street, in the area south of Rymal Road East.
- (e) Bill D-58 A By-law to amend Zoning By-law No. 6593 respecting land located at the rear of Municipal No. 1296 Upper Gage Avenue.
- (f) Bill D-59 A By-law to amend Zoning By-law No. 6593 respecting lands located at the front of Municipal Nos. 1500, 1514, and 1522 Upper Ottawa Street.
- (g) Bill D-60 A By-law to repeal By-law No. 88-230 being a By-law to amend Zoning By-law No. 6593 respecting Definition of "Family".
- (h) Bill D-61 A By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 990 West 5th Street.
- (i) Bill D-62 A By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 242 Jackson Street East.
- (j) Bill D-63 A By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 158 Dundurn Street North.
- (k) Bill D-64 A By-law to designate land located at Municipal No. 256 MacNab Street North as property of Historic and Architectural Value and Interest.
- (l) Bill D-65 A By-law to designate land located at Municipal No. 258 MacNab Street North as property of Historic and Architectural Value and Interest.
- (m) Bill D-66 A By-law to amend By-law No. 89-126 being a By-law to amend Zoning By-law No. 6593 respecting lands located at Municipal Nos. 1780, 1790, 1796 and 1808 Main Street West.
- (n) Bill D-67 A By-law to amend Zoning By-law No. 6593 respecting lands located at Municipal Nos. 204-214 Hess Street North.
- (o) Bill D-68 A By-law to amend Zoning By-law No. 6593 respecting land located at the north-east corner of Quaker Crescent and Queen Victoria Drive.

- (p) Bill D-69 A By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 1412 Upper Gage Avenue.
- (q) Bill D-70 A By-law to establish Site Plan Control respecting land located at Municipal No. 1412 Upper Gage Avenue.
- (r) Bill D-71 A By-law to amend Zoning By-law No. 6593 respecting land located at Municipal No. 18 Christie Street.

Respectfully submitted,

ALDERMAN J. SMITH, CHAIRMAN
PLANNING AND DEVELOPMENT COMMITTEE

Susan K. Reeder
Secretary
1989 May 10

REASONS FOR DESIGNATION

Stinson Street School 180 Grant Avenue

The original Stinson Street School, erected in 1894-5 on Stinson Street between Grant and Ontario Avenue, is now part of a building complex which occupies a full block bounded to the south by Alanson Street. It is the major landmark in the Stinson neighbourhood, a residential community composed mainly of late 19th and early 20th century houses. The original school was built at the outer edge of the residential development east of Corktown and stood at the foot of the Escarpment close to the Wentworth Street Incline Railway, also opened in 1895.

The original 1894-5 school building and a second building erected to the rear in 1915 were both designed by local architect Alfred W. Peene, best known for his design of the former Hamilton Public Library (now the Unified Family Court). Stinson Street School was one of Peene's first major commissions and the earliest of five City public schools which he designed.

Stylistically, Stinson Street School marked a departure from the High Victorian design of the public schools built in Hamilton during the 1870s and 80s. Both the original building and later addition were designed in a Romanesque Revival style inspired by the work of the American architect, Henry Hobson Richardson, which became the favoured style for public and institutional buildings designed by Canadian architects in the 1890s. The characteristic Richardsonian Romanesque features of Stinson Street School are its bulky square proportions and rugged quality, its rusticated ashlar sandstone base and its semi-circular rusticated stone archway over the recessed main entrance. The transomed windows, massive octagonal chimney and tall parapeted gable with a triple window and flanking chimney-like elements (echoing the pinnacles of more elaborate buildings of this style) are also distinctive Romanesque features.

Stinson Street School is the last surviving Richardsonian Romanesque public building in Hamilton. The outstanding example, the old City Hall designed by James Balfour and built in 1888, as well as two other important buildings erected in the 1890s: Central Collegiate Institute and the former Y.M.C.A. building have all been demolished.

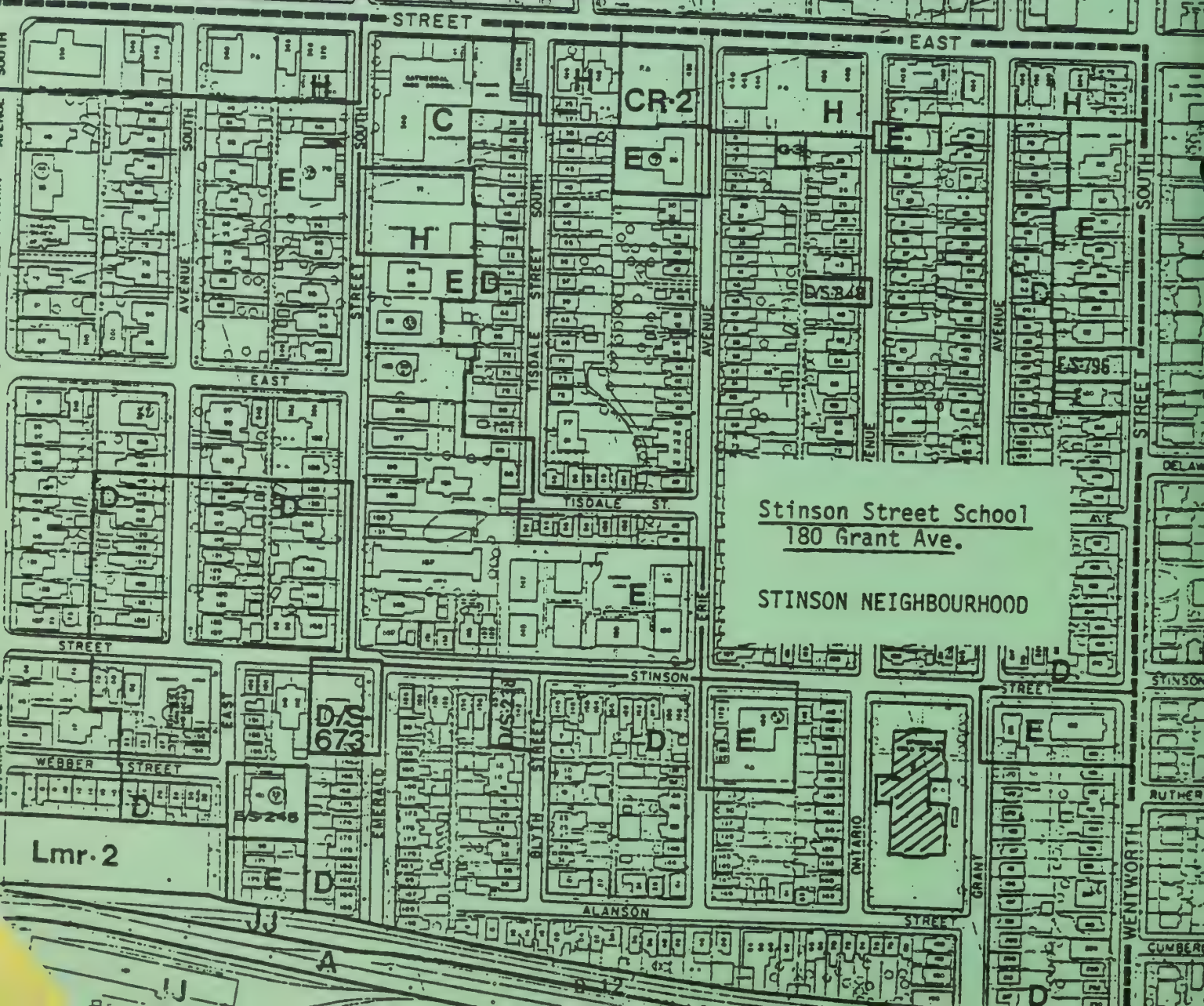
Stinson Street School is also one of only three remaining 19th century Hamilton public schools, the other two being Central Public School (1853) and West Avenue School (1885). Of these, it is the only one fully used for educational purposes.

Appendix "A" as referred to
in Section 6 of the
FOURTEENTH Report for 1989
of the Planning and
Development Committee.

The architectural integrity of both the exterior and interior has been preserved to a very large extent. Aside from a relatively unobtrusive gymnasium addition (1959) linking the 1894 and 1915 buildings, no significant exterior changes have been made. The interior of each building has undergone only one major alteration of an unsympathetic nature: the enclosure of the two stairways between the ground and second floors. The wooden floors and wainscotting, the original wooden staircases of the earliest building and the wood and iron staircase of the later one, and most of the tall panelled wood doors and moulded frames are still intact and in good condition.

Important to the preservation of Stinson Street School are:

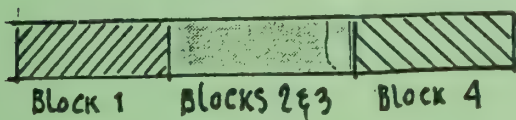
1. (exterior) the facades of both the 1895 and 1915 buildings, including, the five original entrances, the double-hung wooden sash windows, and the slate roofs with their gables, dormers and chimneys, and excluding the gymnasium addition..
2. (interior) the central hall spaces of the first and second floors; original interior features of the halls and stairways, including the classroom doorways, the four main staircases, and the wood floors and wainscotting.





D-13

LEGEND.

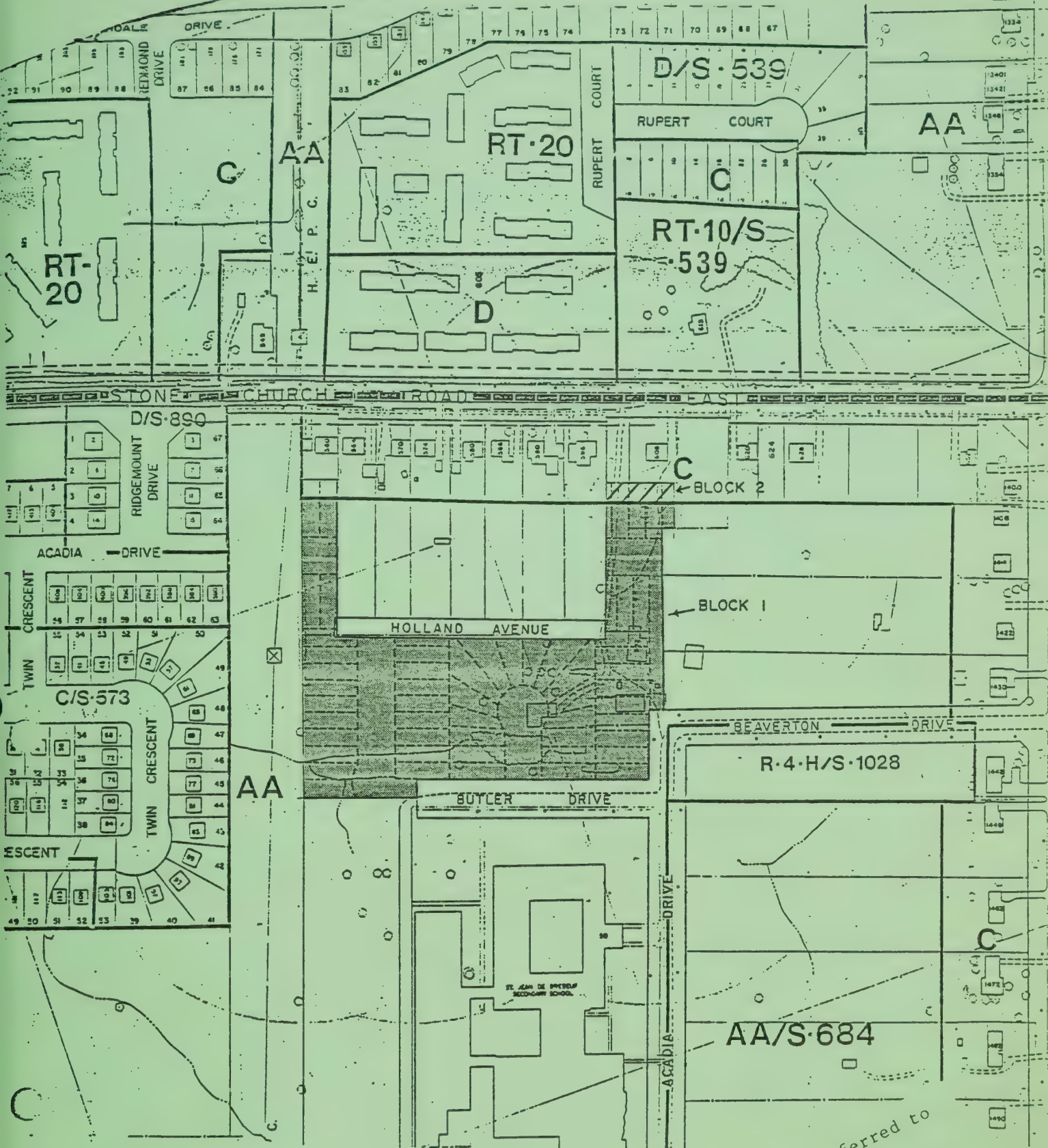


SUBJECT LANDS.

2A 80-1-
Appendix "B" as referred to
in Section 9 of the
FOURTEENTH Report for 1989
of the Planning and
Development Committee.

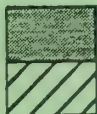


F



LEGEND

BLOCK 1
BLOCK 2



SITE OF THE APPLICATION

D-14

Appendix "C" as referred to
in Section 11 of the
FOURTEENTH Report for 1989
of the Planning and
Development Committee.



APPENDIX A

F



LEGEND

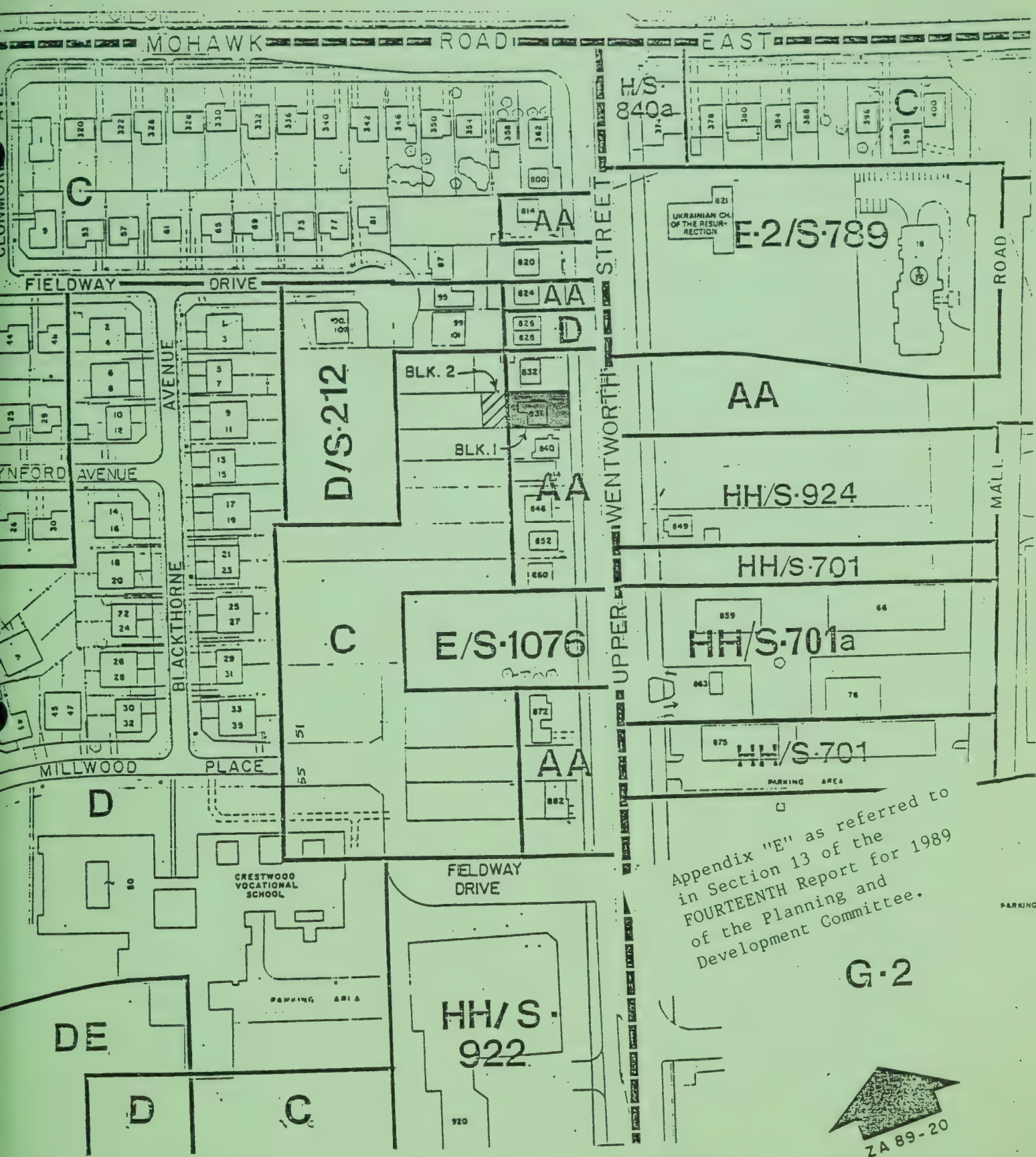
BLOCKS 1 & 2



SITES OF THE APPLICATION



Appendix "D" as referred to
in Section 12 of the
FOURTEENTH Report for 1989
of the Planning and
Development Committee.

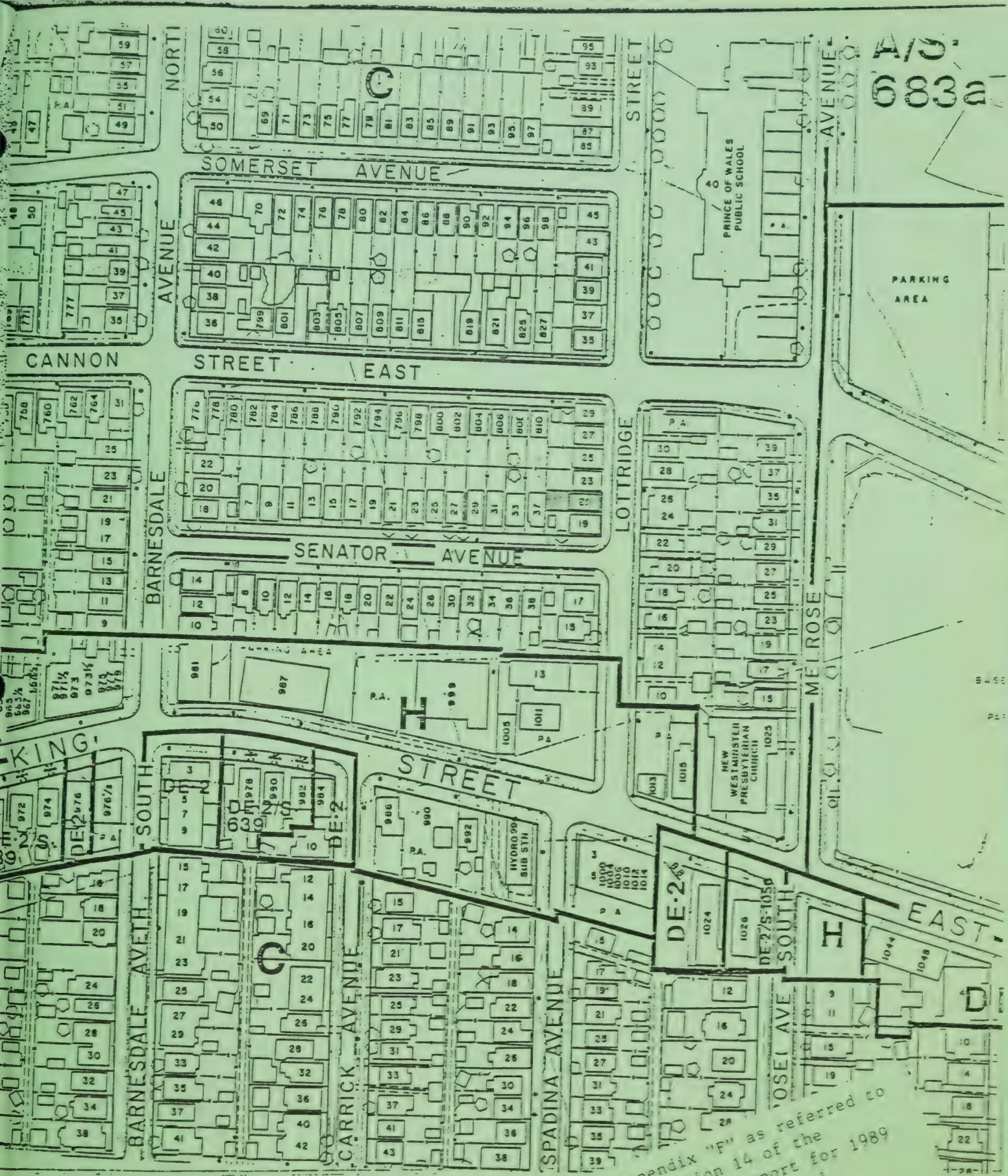




LEGEND

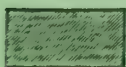
D-16

- BLOCK 1  CHANGE IN ZONING FROM "AA" (AGRICULTURAL) DISTRICT TO "C" (URBAN PROTECTED RESIDENTIAL, ETC.) DISTRICT, MODIFIED.
- BLOCK 2  MODIFICATION TO THE "C" (URBAN PROTECTED RESIDENTIAL, ETC.) DISTRICT.



Legend

D-17



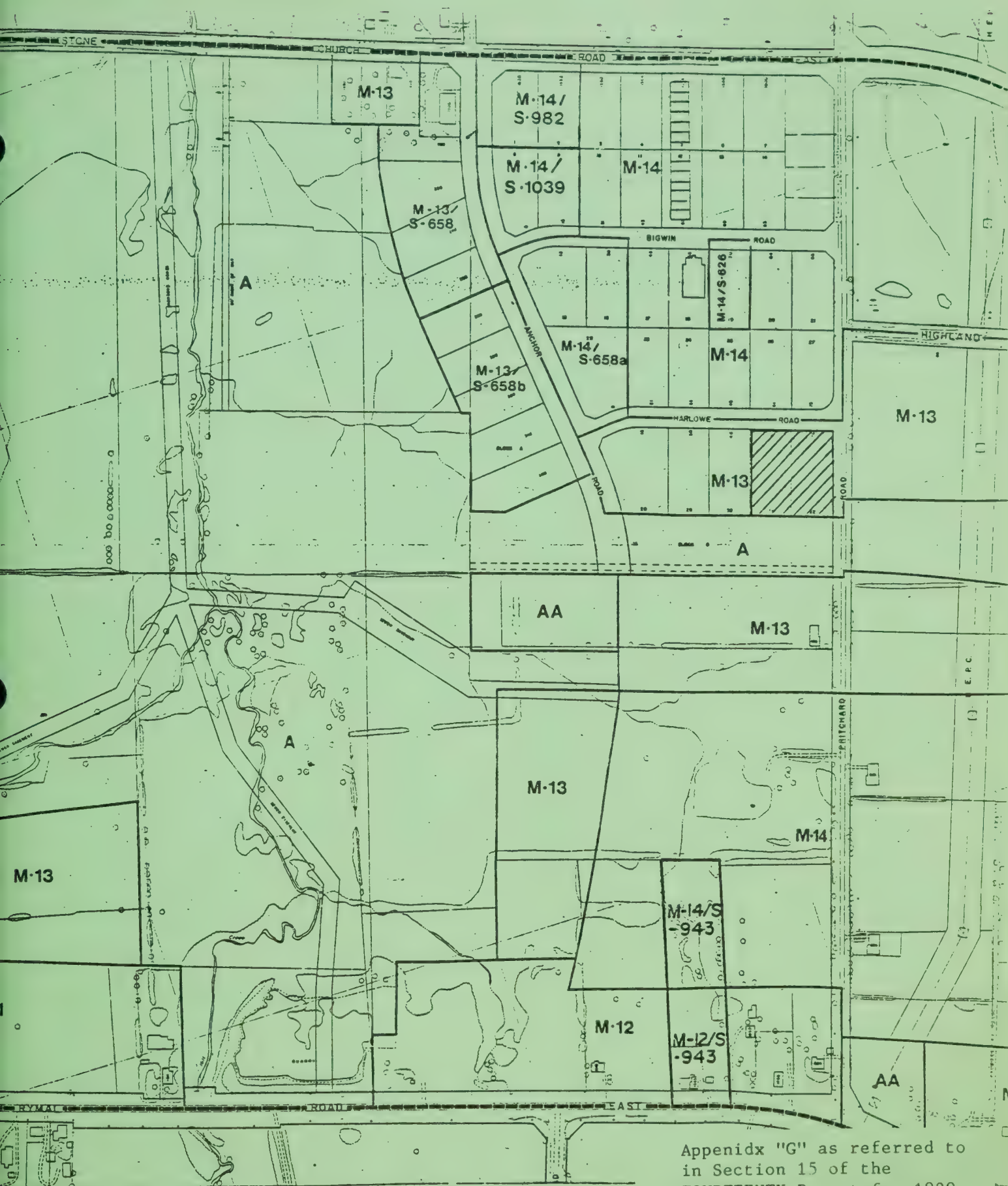
Site of the Application

Appendix "F" as referred to
in section 14 of the
FOURTEENTH Report for 1989
of the Planning and
Development Committee.



APPENDIX

F



LEGEND.



SITE OF THE APPLICATION.

D-18

Appendix "G" as referred to in Section 15 of the FOURTEENTH Report for 1989 of the Planning and Development Committee.

PLANNING UNIT NO 7404	2A 88-121	
		PAGE NO 62

F

REPORT OF THE PERSONNEL COMMITTEE

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Personnel Committee presents its NINTH Report for 1989 and respectfully recommends:

1. That a purchase order BE ISSUED to Starfield Safety Wear Manufacturing Co., Toronto in the amount of \$291,200., Provincial Sales Tax extra at 8%, for the supply and delivery of 325 Fire Fighter Bunker Suits in accordance with specifications issued by the Manager of Purchasing and Vendor's proposal.

NOTE: Lowest acceptable of four (4) proposals received. Funds provided in Protective Clothing Account #56116 48001. Additional funding to be provided by City Treasurer.

2. That the account of Ross & McBride, Barristers & Solicitors, dated 1989 March 31, in the amount of \$33,505.93 BE APPROVED.

NOTE: This account covers their litigation services for the City of Hamilton for the month of 1989 March.

3. That the pay grade of the following non-union position in the Treasury Department BE APPROVED:

<u>Position Title</u>	<u>Function</u>	<u>Grade</u>	<u>Range</u>
Accountant- Housing	Financial administration of the Hamilton Housing Company Ltd. and the Municipal Non-Profit (Hamilton) Housing Corporation.	L	\$36,805.08- \$43,340.44

NOTE: Funding accommodated within the 1989 budget.

This position arose as a result of a re-organization in the Treasury Department.

4. That the salary classification for the following non-union position in the Architect's Division of the Property Department BE APPROVED:

<u>Position Title</u>	<u>Function</u>	<u>Grade</u>	<u>Range</u>
Senior Project Manager	To provide services in project management, architectural design and technology in support of the City of Hamilton's and other capital construction programs.	I	\$45,102- \$53,144

NOTE: The request for this position was included in the proposed 1989 budget and approved by City Council on 1989 March 23.

This position was created and approved in response to a request by the Board of Directors for the Municipal Non-Profit Housing Corporation to purchase the services of the Architectural Division.

5. That the Appointments to and Terminations from permanent positions with the Corporation of the City of Hamilton to 1989 May 10, as attached herewith and marked APPENDIX "A", BE APPROVED.
6. That Regional Council BE REQUESTED to give approval to having Regional employees included in a Workplace Daycare Needs Survey being conducted by Alderman D. Christopherson as part of an investigation on the feasibility of establishing a child care facility for Regional and City employees.

Respectfully submitted,

ALDERMAN B. HINKLEY, CHAIRMAN
PERSONNEL COMMITTEE

Susan K. Reeder
Secretary
1989 May 24

THE CORPORATION OF THE CITY OF HAMILTON

APPOINTMENTS TO PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON HIRED</u>	<u>SALARY SCHEDULE</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Mr. Cosmo Amore	Street Sweeper Operator (D-9)	Public Works	replacing Mr. B. Vukmanich - transferred	\$25,359.36 to \$25,775.36	\$25,775.36 per annum (2 of 2)	April 17, 1989
Mr. John P. Barry	Probationary Firefighter (N-1)	Fire	replacing Mr. G. Bland - retired	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Mr. Gerrit Beimers	Truck Driver-Labourer (D-7)	Public Works	replacing Mr. C. Amore - promoted	\$25,099.36 to \$25,515.36	\$25,515.36 per annum (1 of 2)	April 30, 1989
Ms. Gloria M. Bozich	Banquet Personnel Co-ordinator (5)	Convention Centre (division of H.E.C.F.I.)	New position approved by H.E.C.F.I. Board Mar. 17/89	\$17,171.44	\$17,171.44 per annum	April 17, 1989
Mr. Howard C. Carpenter	Probationary Firefighter (N-1)	Fire	replacing Mr. S. Vanderveen - terminated	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Ms. Cynthia C. Cornell	Receptionist/Convention Centre (5)	Convention Centre (division of H.E.C.F.I.)	replacing Ms. A. O'Sullivan - resigned	\$18,115.76	\$18,115.76 per annum	May 01, 1989
Mr. Mark Crease	Truck Driver-Labourer (Litter Containers) (D-7)	Public Works	replacing Mr. J. McMillan - resigned	\$25,099.36 to \$25,515.36	\$25,515.36 per annum (2 of 2)	April 02, 1989

Prepared 10 May 1989

Appendix "A" as referred to
in Section 5 of the NINTH
Report for 1989 of the
Personnel Committee.

THE CORPORATION OF THE CITY OF HAMILTON
APPOINTMENTS TO PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON HIRED</u>	<u>SALARY SCHEDULE</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Mr. Robert Divinski	Captain (C-8)	Fire	replacing Mr. N. MacPherson - retired	\$48,150.77	\$48,150.77 per annum	April 16, 1989
Ms. Lynda Everets	Clerk II - Printing & Mailing (E-2)	City Clerk's	replacing Ms. S. Strang - promoted	\$18,625.36 to \$20,065.24	\$20,065.24 per annum (3 of 3)	April 3, 1989
Mr. Robert D. Grubb	Maintenance Assistant (6)	Convention Centre (division of H.E.C.F.I.)	replacing Mr. R. Galway - resigned	\$19,147.96	\$19,147.96 per annum	April 27, 1989
Mr. David G. Hutchison	Probationary Firefighter (N-1)	Fire	replacing Mr. T. McDade - retired	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Mr. Stephen James	Probationary Firefighter (N-1)	Fire	replacing Mr. R. Mooney - resigned	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Mr. Maurice Juteau	Probationary Firefighter (N-1)	Fire	replacing Mr. W. Taylor - retired	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Mr. Michael Karns	Yard Attendant (D-11)	Public Works	replacing Mr. R. McInnis - transferred	\$25,773.28 to \$26,189.28	\$26,189.28 per annum (2 of 2)	April 24, 1989

Prepared 10 May 1989

THE CORPORATION OF THE CITY OF HAMILTON

APPOINTMENTS TO PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON HIRED</u>	<u>SALARY SCHEDULE</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Mr. Ian Kerr-Wilson	Curator (Hamilton Steam & Technology) (M)	Culture & Recreation	New Position Approved in 1988 Budget	\$34,397.48 to \$40,474.72	\$40,474.72 per annum (1 of 5)	April 10, 1989
Ms. Irene E. Kovacs	Events Secretary (7)	Convention Centre (division of H.E.C.F.I.)	replacing Ms. C. Bogie - promoted	\$20,000.00	\$20,000.00 per annum	April 10, 1989
Mr. Gary S. MacDonald	Foreman/Woman III (Districts) (13C)	Public Works	replacing Mr. A. Marshall - promoted	\$27,837.68 to \$31,989.60	\$27,837.68 per annum (1 of 3)	April 24, 1989
Ms. Cathy MacGregor	Control Room Clerk (PA-6)	Parking Authority	replacing Ms. S. Bolton - resigned	\$17,210.38 to \$18,037.76	\$17,210.38 per annum (1 of 2)	April 4, 1989
Mr. Alan Marshall	Foreman/Woman II (Districts) (12C)	Public Works	replacing Mr. G. Cavael - resigned	\$28,976.48 to \$34,604.96	\$34,604.96 per annum (3 of 3)	April 24, 1989
Mr. Bryan Moon	Senior Building Inspector (A-16)	Building	replacing Mr. J. Spolnik - resigned	\$36,961.60 to \$42,943.16	\$39,483.60 per annum (3 of 5)	April 03, 1989
Mr. Kim B. Murphy	Probationary Firefighter (N-1)	Fire	replacing Mr. J. Taylor - retired	\$28,747.65	\$28,747.65 per annum	April 10, 1989

Prepared 10 May 1989

THE CORPORATION OF THE CITY OF HAMILTON
APPOINTMENTS TO PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON HIRED</u>	<u>SALARY SCHEDULE</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Mr. Larry D. Noseworthy	Probationary Firefighter (N-1)	Fire	replacing Mr. R. Gay - retired	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Mr. Vincenzo M. Oddi	Probationary Firefighter (N-1)	Fire	replacing Mr. G. Pastor - retired	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Mr. Edward Reis	Welder (Ontario Certificate) (D-17)	Central Garage (division of Public Works)	replacing Mr. N. Miles - resigned	\$30,207.84 to \$30,623.84	\$30,207.84 per annum (1 of 2)	April 24, 1989
Mr. Donald H. Sherren	Probationary Firefighter (N-1)	Fire	replacing Mr. W. Mitchell - retired	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Mr. Richard P. Sherwood	Probationary Firefighter (N-1)	Fire	replacing Mr. D. Hildrop - retired	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Mr. Leonard H. Tigchelaar	Probationary Firefighter (N-1)	Fire	replacing Mr. N. Kir - retired	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Mr. Robert L. Townsend	Probationary Firefighter (N-1)	Fire	replacing Mr. K. Winning - retired	\$28,747.65	\$28,747.65 per annum	April 10, 1989

Prepared 10 May 1989

THE CORPORATION OF THE CITY OF HAMILTON

APPOINTMENTS TO PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON HIRED</u>	<u>SALARY SCHEDULE</u>	<u>RATE</u>	<u>EFFECTIVE DATE</u>
Mr. Michael R. Tratch	Firefighter II 3rd Year (N-4)	Fire	replacing Mr. A. Fuller - transferred	\$36,961.52	\$36,961.52 per annum	April 16, 1989
Mr. David H. Ulman	Probationary Firefighter (N-1)	Fire	Additional Staff approved in 1989 Budget	\$28,747.65	\$28,747.65 per annum	April 10, 1989
Ms. Lucy Vincent	Control Room Clerk (PA-6)	Parking Authority	replacing Ms. S. McPhee - resigned	\$17,210.38 to \$18,038.01	\$17,210.38 per annum (1 of 2)	April 4, 1989
Ms. Cynthia-Ann Vitali	Stenographer I (E-5)	City Solicitor's	replacing Ms. R. Spagnuolo - promoted	\$22,321.00 to \$25,096.24	\$22,321.00 per annum (1 of 4)	April 24, 1989
Mr. Ronald Wells	Foreman/Woman II (Districts) (12-C)	Public Works	replacing Mr. G. Hitzroth - retired	\$28,976.48 to \$34,604.96	\$34,604.96 per annum (3 of 3)	May 08, 1989

THE CORPORATION OF THE CITY OF HAMILTON

TERMINATIONS FROM PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON</u>	<u>LENGTH OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Mr. G. F. Cavael	Foreman II (Districts) (12C)	Public Works	Resigned	22 years	April 28, 1989
Mr. J. Patrick Chambers	Programmer II (A11)	Information Systems	Resigned	5 months	April 28, 1989
Mr. Alex Chowchun	Tree Climber (D9)	Public Works	Resigned	3 years, 8 months	April 26, 1989
Mr. George Chung	Utilities/Maintenance Operator (M15)	Central Utilities Plant (division of H.E.C.F.I.)	Retired	23 years, 9 months	April 30, 1989
Mr. Dean Crabbe	Traffic Signal Repairman II (B6)	Traffic Services	Resigned	1 year, 5 months	April 14, 1989
Ms. Sandra Delangis	Clerk Typist III (E1)	Culture & Recreation	Resigned	2 months	April 25, 1989
Mr. William Hubar	Litigation Counsel (F)	City Solicitor's	Resigned	6 months	April 28, 1989
Mr. Paul Kuppe	Commissioner (D)	Building	Retired	31 years, 11 months	April 30, 1989
Mr. William G. Mitchell	Leutenant (C7)	Fire	Retired	37 years, 11 months	April 30, 1989

Prepared 10 May 1989

THE CORPORATION OF THE CITY OF HAMILTON

TERMINATIONS FROM PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON</u>	<u>LENGTH OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Mr. R. C. Nutley	Manager of Parks (P)	Public Works	Retired	33 years, 9 months	April 30, 1989
Mr. John Spolnik	Senior Building Inspector (A16)	Building	Resigned	8 years, 7 months	April 7, 1989
Mr. Kenneth Winning	Platoon Chief (C12)	Fire	Retired	34 years	April 30, 1989

Prepared 10 May 1989

REPORT OF THE FINANCE COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The Finance Committee presents its TWELFTH Report for 1989 and respectfully recommends:

1. That a purchase order be issued to Stranchem-Bus. Unit of CIL, Toronto in the amount of \$17 290 plus provincial sales tax at 8% for the supply and delivery of anti-freeze for the City Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of two (2) tenders received. Funds provided in Oil and Lubricants Account No. CH56204 27005.

2. That a purchase order be issued to Steel City Chrysler, Hamilton in the amount of \$32 519.86 for the replacement of two (2) 3/4 ton vans vehicle no. 9347 and no. 9016, Central Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of two (2) tenders received. Funds provided in Equipment Replacement Fund Account No. RF55003 25201.

3. That a purchase order be issued to Nethercott Chev Olds, Hamilton, in the amount of \$15 032.44 for the replacement of one (1) compact pickup truck, vehicle no. 9080, Central Garage, in accordance with specifications issued by the Manger of Purchasing and Vendor's tender.

NOTE: Lowest of two (2) tenders received. Funds provided in Equipment Replacement Fund Account No. RF55003 25201.

4. That a purchase order be issued to Robert Slessor Pontiac Buick, Grimsby, in the amount of \$22 129.40 for the replacement of one (1) stake dump truck, vehicle no. 9628, Central Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of three (3) tenders received. Funds provided in Equipment Replacement Fund Account No. RF55003 25201.

5. That the estimated cost of \$350 000 for the outfitting of the remaining 325 firefighters who are not yet equipped with bunker suits and related clothing be financed from the Fire Department's protective clothing account of \$100 000 with the balance of \$250 000 by means of an approved overdraft in the budget of the Fire Department at this time pending a re-examination of accounts with a more specific financing recommendation to be reported by the Treasurer near the year end.
6. That the amount of \$10 000 for the provision of special assistive devices for disabled employees, as adopted by City Council on 1989 May 09, be financed by a transfer from the Contingency Account No. CH70010 24120 to the base budget of the Human Resources Centre (City's share).
7. (a) That the City of Hamilton participate in the Challenge '89 - S.E.E.D. Program for three (3) positions approved by the Program.
- (b) That the estimated City's share of the cost (\$4 004) be financed from the approved 1989 estimates of the Culture and Recreation Department (\$3 024) and the Traffic Department (\$980).

8. That the claim of Dolly Edwards against the City of Hamilton as the result of a fall and injury while walking along John Street between Main and Jackson Streets on 1987 May 28 be settled by a payment of \$17 454.69 by the City to Dolly Edwards, inclusive of all claims for damages, interest and costs as follows:

General Damages	\$ 13 750.00
Special Damages	\$ 3 322.92
Family Law Act Claim	<u>\$ 500.00</u>
 TOTAL	 \$ 17 572.92
 75% of above total (assumed by City)	 \$ 13 179.69
Interest	\$ 2 000.00
Costs	<u>\$ 2 275.00</u>
 Total Settlement of Claim	 <u>\$ 17 454.69</u>

9. That the Summary Report containing a listing and amounts of approved Settlement of Claims attached hereto as APPENDIX "A", be approved.
10. (a) That a 1989 Fixed General Grant in the amount of \$2 000 for McQueston Community Association, be approved.
- (b) That a 1989 Fixed General grant in the amount of \$10 000 for Conqueror II Drum and Bugle Corps, be approved.
- (c) That these grants be funded from within the appropriate Grants Accounts No. GR53XXX 200XX.

Respectfully Submitted,

ALDERMAN W. M. McCULLOCH, CHAIRMAN
FINANCE COMMITTEE

John Thompson, Secretary
1989 May 23

mjlw

FINANCE COMMITTEE

SUMMARY OF APPROVED SETTLEMENT OF CLAIMS

<u>PLAINTIFF</u>	<u>DEFENDANT</u>	<u>NATURE OF CLAIM</u>	<u>AMOUNT OF SETTLEMENT</u>
Marjorie Walsh	City of Hamilton and Town Manor Hotel	Slip and Fall 1986 February 14	\$ 3 153.65
Suk Chang Kim	City of Hamilton	Accident Main Entrance Doors Hamilton City Hall 1988 May 26	\$ 750.00
Milena and Rudy Stojadinov	City of Hamilton	Trip and Fall 1985 November 26	\$ 10 000.00

APPENDIX "A" as referred to in
Section 9 of the TWELFTH
Report of the Finance Committee

REPORT OF THE INFORMATION SYSTEMS COMMITTEE

The Information Systems Committee met at 9:30 o'clock a.m. on Thursday, 1989 May 23 in the Committee Room, 15th Floor, Regional Offices.

Present: Mr. R. Whynott, Regional Chairman
Chairman (Alderman) J. Gallagher
Councillor S. Napper, Vice-Chairman
Councillor A. Sloat
Alderman M. Kiss
Alderman G. Copps

Members of Council:

The Information Systems Committee presents Report 5-89.

Your Committee recommends:

1. That Microcomputer workstations and printers be acquired in accordance with the following:

<u>Description</u>	<u>Supplier</u>	<u>Price</u>	<u>Comment</u>
IBM-AT (compatible) Workstation	AHvro Electronics	\$ 3 145	lowest acceptable of 24 proposals
Laserjet II-D Printer	Alliance Computers	\$ 2 999	lowest acceptable of 13 proposals
Toshiba 24 Pin Matrix Printer	Compushoppe Inc.	\$ 1 290	lowest acceptable of 19 proposals

NOTE: Funds are provided in City of Hamilton Account No. CH56605 26030 and in various accounts of the Regional Municipality of Hamilton-Wentworth.

Agenda Item #3

2. (a) That Scott Leasing of Mississauga provide leasing services for Microcomputers Workstations and Printers in accordance with their Leasing Proposal dated 1989 April 14 (lowest of 15 proposals received.)

Scott Leasing \$ 28.90/\$1 000/month for 36 months

- (b) That decisions to lease or purchase be made in each case, in consultation with the respective Corporation's Commissioner of Finance/Treasurer.
- (c) That the leasing agreement be in a form satisfactory to the Solicitors for the Regional Municipality of Hamilton-Wentworth and City of Hamilton.

NOTE: Funds are provided in City of Hamilton Account No. CH56605 26030 and in various accounts of the Regional Municipality of Hamilton-Wentworth.

Agenda Item #4

3. (a) That IBM of Hamilton provide Leasing services to the City of Hamilton in accordance with their proposal dated 1989 May 10. Lowest of five (5) leasing proposals received.

One IBM 3174 Communications Controller \$272 per month for 60 months.

- (b) That the leasing agreement be in a form satisfactory to the City of Hamilton Solicitor.

NOTE: Funds have been provided for in Account No. CH56638 26022 (Communications Equipment Leasing).

Agenda Item #5

Respectfully Submitted,

J. Gallagher, Chairman
Information Systems Committee

John Thompson, Secretary
1989 May 23

FOR THE INFORMATION OF COUNCIL

- (a) The minutes of 1989 April 20 of the Information Systems Committee were received and adopted as presented.

Agenda Item #1

- (b) Presentation by Mr. S. Roxborough

The Committee received a presentation of the PARCIL Project.

Agenda Item #2

- (c) The following item was received:

Employee Computer Literacy Incentive Program - Status

Agenda Item #6

NOTICE OF MOTION

NOTICE OF MOTION

Alderman D. Ross gave notice that he would move the following Notice of Motion at the next regularly scheduled meeting of City Council.

RESOLVED:

1. That any new staff hired by the City be encouraged to move/live in Hamilton.
2. That where the City is paying for the relocation of a new staff member, that we will only pay for the move if they relocate to Hamilton.

BY-LAW NO. 89 -

TO CONFIRM PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE CITY OF
HAMILTON AT ITS MEETING HELD ON THE 30th DAY OF MAY A.D., 1989.

WHEREAS by Section 19 of The Municipal Act, being Chapter 302 of the Revised Statutes of Ontario, 1980, the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS by Sub-section 1 of Section 103 of The Municipal Act, being Chapter 302 of the Revised Statutes of Ontario 1980, the powers of every Council are to be exercised by by-law.

AND WHEREAS it is deemed expedient that the proceedings of the Council of The Corporation of the City of Hamilton at this meeting be confirmed and adopted by by-law.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:-

1. The action of The Council of The Corporation of the City of Hamilton in respect to each recommendation contained in the Reports of the Committees and of the local Boards and Commissions and each motion and resolution passed and other action taken by the Council of The Corporation of the City of Hamilton at this meeting is hereby adopted and confirmed as if all such proceedings were expressly in this By-law.
2. The Mayor and the proper officials of The Corporation of the City of Hamilton are hereby authorized and directed to do all things necessary to give effect to the action of the Council of The Corporation of the City of Hamilton referred to in the preceding section hereof.
3. The Mayor, or in the absence of the Mayor, the Acting Mayor, and the City Clerk, or in the absence of the City Clerk, the Deputy City Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the seal of The Corporation of the City of Hamilton.

PASSED this

day of

A.D. 1989

CITY CLERK

MAYOR

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

Zoning By-law No. 6593

Respecting:

LAND LOCATED IN THE AREA SOUTH OF RYMAL ROAD WEST
AND WEST OF CHRISTIE STREET

WHEREAS it is intended to change the zoning of the lands hereinafter referred to by amending By-law No. 6593, passed on the 25th day of July, 1950 and approved by the Ontario Municipal Board by Order dated the 7th day of December, 1951, (File No. P.F.C. 3821);

AND WHEREAS this by-law is in conformity with the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982, as amended by Official Plan Amendment No. 73, proposed by the Council of The Corporation of the City of Hamilton but not yet approved by The Regional Municipality of Hamilton-Wentworth in accordance with the provisions of Sections 4, 17 and 21 of the Planning Act, 1983.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. Sheets No. W-9E and W-17E of the District Maps, appended to and forming part of By-law No. 6593, are amended,

(a) by changing from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District,

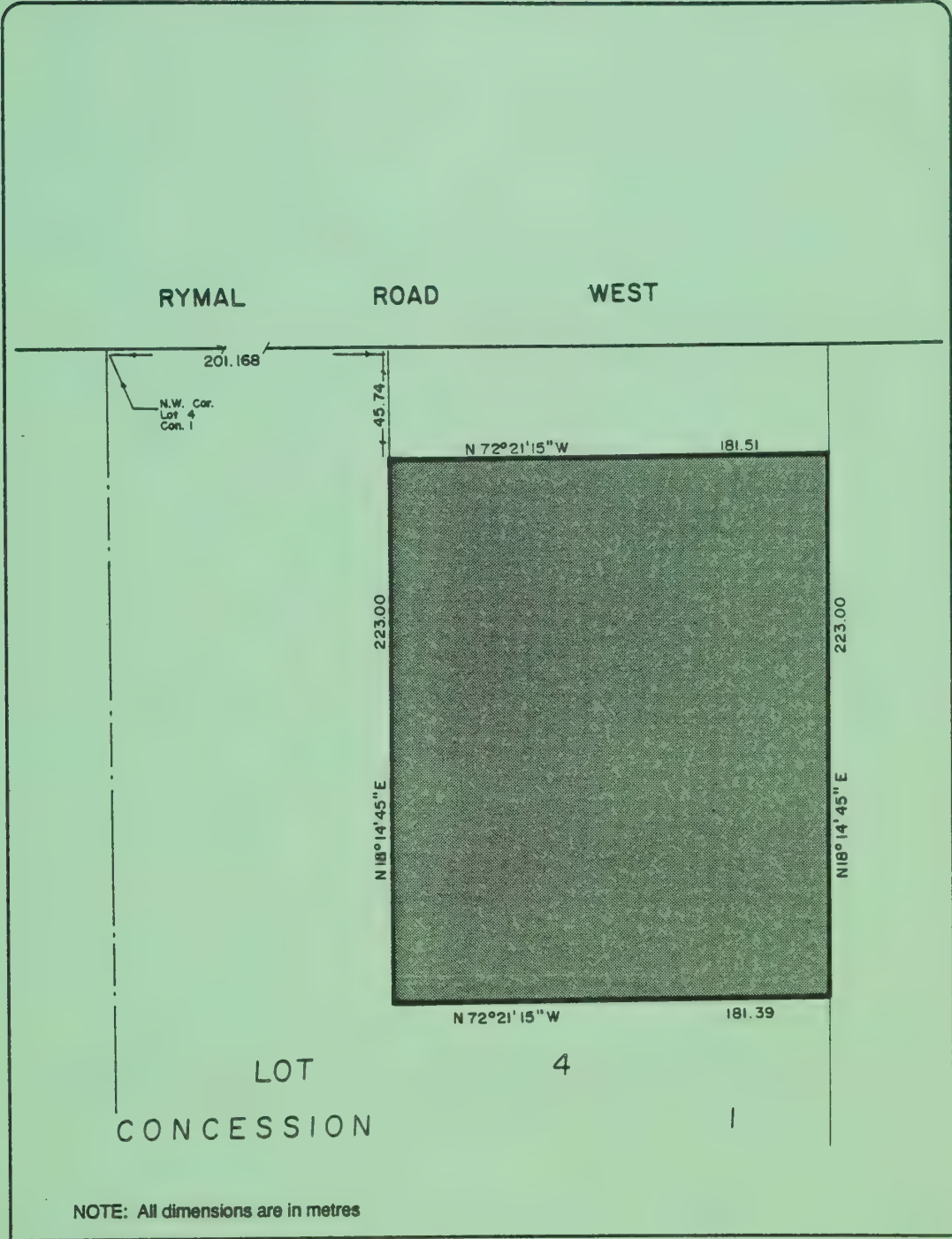
the land, the extent and boundaries of which are shown on a plan hereto annexed as Schedule "A".

2. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

City Clerk

Mayor



This is Schedule "A" to By-Law No. 89-.....
 Passed the day of ,1989.

.....
 Clerk

.....
 Mayor

City of Hamilton

Schedule A

Map Forming Part of
 By-Law No. 89-.....

to Amend By-Law No. 6593

Regional Municipality of Hamilton-Wentworth
 Planning and Development Department

Legend

Change in zoning from:



"AA"(Agricultural) District to "C"(Urban
 Protected Residential ,Etc.)District.

North



Scale
 NOT TO SCALE

Date
 MAY ,1989

Reference File No.
 ZA 88 - 122

Drawn By
 R.J.M.

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

Zoning By-law No. 6593

Respecting:

LAND LOCATED AT MUNICIPAL NO. 11 CANNON STREET WEST
(FORMERLY MUNICIPAL NO. 13 CANNON STREET WEST)

WHEREAS it is intended to change the zoning of the lands hereinafter referred to by amending By-law No. 6593, passed on the 25th day of July, 1950 and approved by the Ontario Municipal Board by Order dated the 7th day of December, 1951, (File No. P.F.C. 3821);

AND WHEREAS this by-law is in conformity with the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. Sheet No. W-4 of the District Maps, appended to and forming part of By-law No. 6593, is amended,
 - (a) by changing from "L-c" (Planned Development-Commercial) District to "H" (Community Shopping and Commercial, etc.) District,

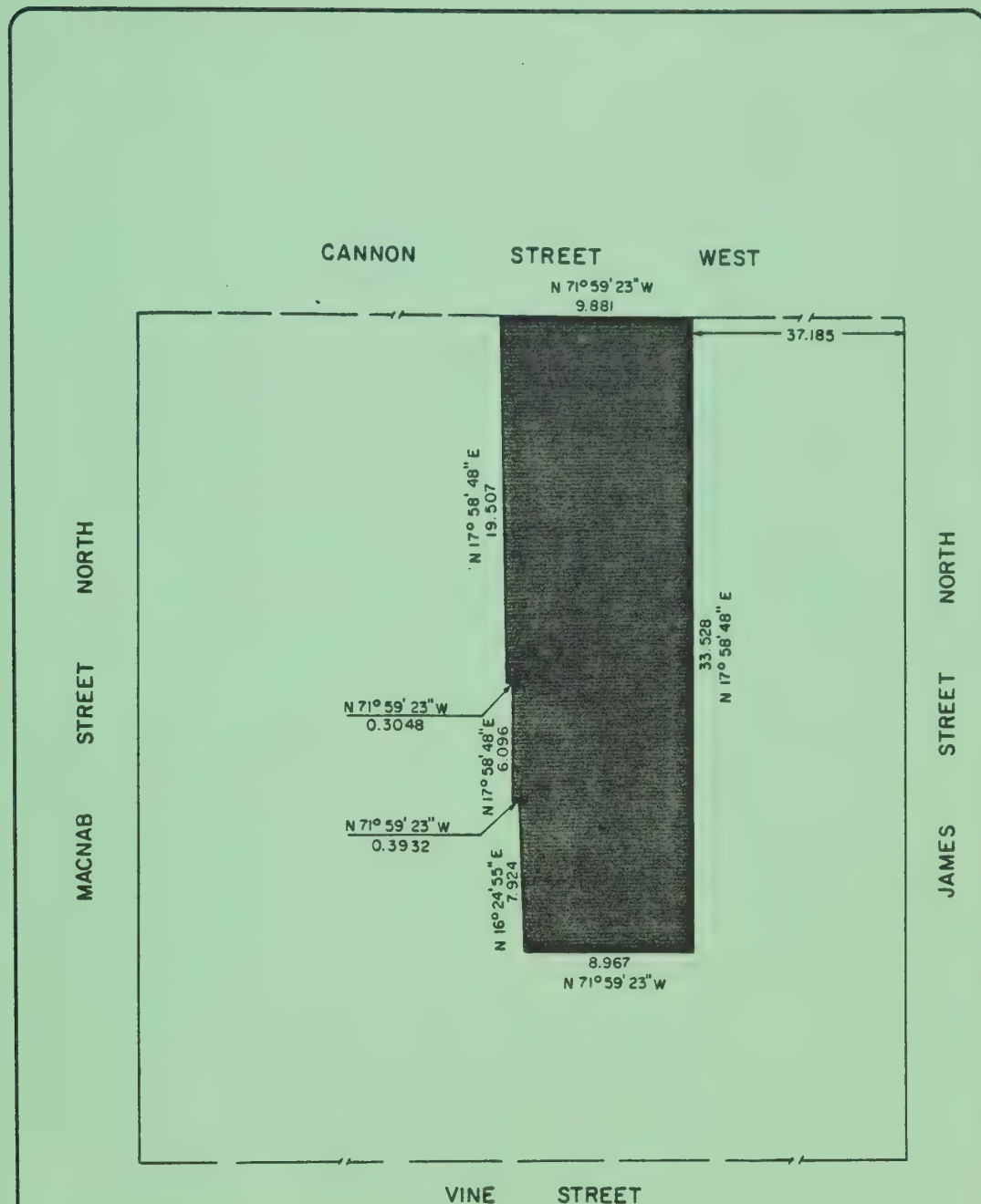
the land, the extent and boundaries of which are shown on a plan hereto annexed as Schedule "A".

2. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

City Clerk

Mayor



NOTE: All dimensions are in metres

This is Schedule "A" to By-Law No. 89-.....
 Passed the day of, 1989.

.....
 Clerk

.....
 Mayor

City of Hamilton
Schedule A
 Map Forming Part of
 By-Law No. 89-.....
 to Amend By-Law No. 6593
 Regional Municipality of Hamilton-Wentworth
 Planning and Development Department

Legend
 Change in zoning from:
 "L-C" (Planned Development-Commercial) District To "H" (Community Shopping And-Commercial, etc) District.

North 	Scale NOT TO SCALE	Reference File No. ZA 89-03
	Date MAY, 1989	Drawn By E.D.C.

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Adopt:

Official Plan Amendment No. 77

Respecting:

LANDS LOCATED SOUTH OF RYMAL ROAD EAST, EAST OF MILES ROAD,
WITHIN THE BROUGHTON WEST NEIGHBOURHOOD

The Council of The Corporation of the City of Hamilton
enacts as follows:

1. Amendment No. 77 to the Official Plan of the Hamilton
Planning Area consisting of Schedule 1, hereto annexed and
forming part of this by-law, is hereby adopted.

2. It is hereby authorized and directed that such approval
of the Official Plan Amendment referred to in section 1 above, as
may be requisite, be obtained and for the doing of all things for
the purpose thereof.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 13 R.P.D.C. 11(A), May 9
Di Cenzo Constuction Co. Ltd., Owner
ZA-89-11

RECEIVED

AMENDMENT NO. 77

MAY 10 1980

TO THE
CITY OF HAMILTON OFFICIAL PLAN

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

The following text together with Schedule "A", attached hereto, constitutes Official Plan Amendment No. 77.

PURPOSE

The purpose of this Amendment is to incorporate four (4) redesignations to Schedule "A" - Land Use Concept.

LOCATION

The lands affected by this Amendment are located south of Rymal Road East, east of Miles Road, within the Broughton West Neighbourhood.

BASIS

The basis for permitting the proposal is as follows:

- it will provide a variety of housing styles, types and densities, as well as contributing to the desired mix of housing;
- it will provide affordable housing opportunities; and,
- it will be compatible with existing and proposed development in the surrounding area.

ACTUAL CHANGES

1. Schedule "A" - Land Use Concept of the Official Plan be revised by redesignating the subject lands from:

- "Residential" to "Open Space";
- "Major Institutional" to "Open Space";
- "Major Institutional" to "Residential"; and,
- "Open Space" to "Residential",

as shown on the attached Schedule "A" of this Amendment.

IMPLEMENTATION

A Zoning By-law amendment will give effect to the intended use of the subject lands.

This is Schedule 1 to By-law No. 89-_____, passed on the ____ day of _____, 1989.

The Corporation of the City of Hamilton

City Clerk

Mayor

CL-M/dkp

WP 0015P

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

Zoning By-law No. 6593

As Amended By:

Zoning By-law No. 88-093

Respecting:

LANDS LOCATED ON THE EAST SIDE OF UPPER JAMES STREET,
IN THE AREA SOUTH OF RYMAL ROAD EAST

WHEREAS By-law No. 88-093, passed on the 12th day of April 1988, amended Zoning By-law No. 6593, passed on the 25th day of July 1950 and approved by the Ontario Municipal Board by Order dated the 7th day of December 1951, (File No. P.F.C. 3821) to change the zoning and establish special requirements as therein set out to the "HH" (Restricted Community Shopping and Commercial) District provisions applicable to the land, the extent and boundaries of which are shown on a plan thereto annexed to said by-law as Schedule "A" and forming part thereof;

AND WHEREAS no notice of appeal having been filed against the decision of City Council to enact the said by-law, the by-law came into force on the day it was passed;

AND WHEREAS the Council of The Corporation of the City of Hamilton, in adopting Item 14 of the 8th Report of the Planning and Development Committee at its meeting held on the 28th day of March 1989, directed that Zoning By-law No. 6593, as amended by By-law No. 88-093, be further amended by adding the land comprised in Block 2 thereto, and deleting the lands comprised in Block 1 therefrom, as well as changing the zoning of said Blocks 1 and 2, the extent and boundaries of each of which Blocks 1 and 2 are shown on a plan hereto annexed as Schedule "A" and form part of this by-law;

AND WHEREAS this by-law is in conformity with the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. Sheet No. E-9E of the District Maps, appended to and forming part of By-law No. 6593, is amended,

- (a) by changing from "HH" (Restricted Community Shopping and Commercial) District modified to "G-1" (Designed Shopping Centre) District, the land comprised in Block 1; and

- (b) by changing from "G-1" (Designed Shopping Centre) District to "HH" (Restricted Community Shopping and Commercial) District modified, the land comprised in Block 2,

the extent and boundaries of each of which Blocks 1 and 2 are shown on a plan hereto annexed as Schedule "A".

2. Schedule "A" to By-law No. 88-093 is hereby amended,

- (a) by adding thereto the lands comprised in Block 1, and
- (b) by deleting therefrom the lands comprised in Block 2,

the extent and boundaries of each of which Blocks 1 and 2 are shown on a plan hereto annexed as Schedule "A" and forming part of this by-law.

3. No building or structure shall be erected, altered, extended or enlarged, nor shall any building or structure or part thereof be used, nor shall any land be used, except in accordance with the "HH" District provisions, subject to the special requirements referred to in Section 2 of By-law No. 88-093.

4. By-law No. 6593 is amended by adding this by-law to section 19B as Schedule S-1071a.

5. Sheet No. E-9E of the District Maps is amended by marking the lands referred to in section 1 of this by-law, S-1071a.

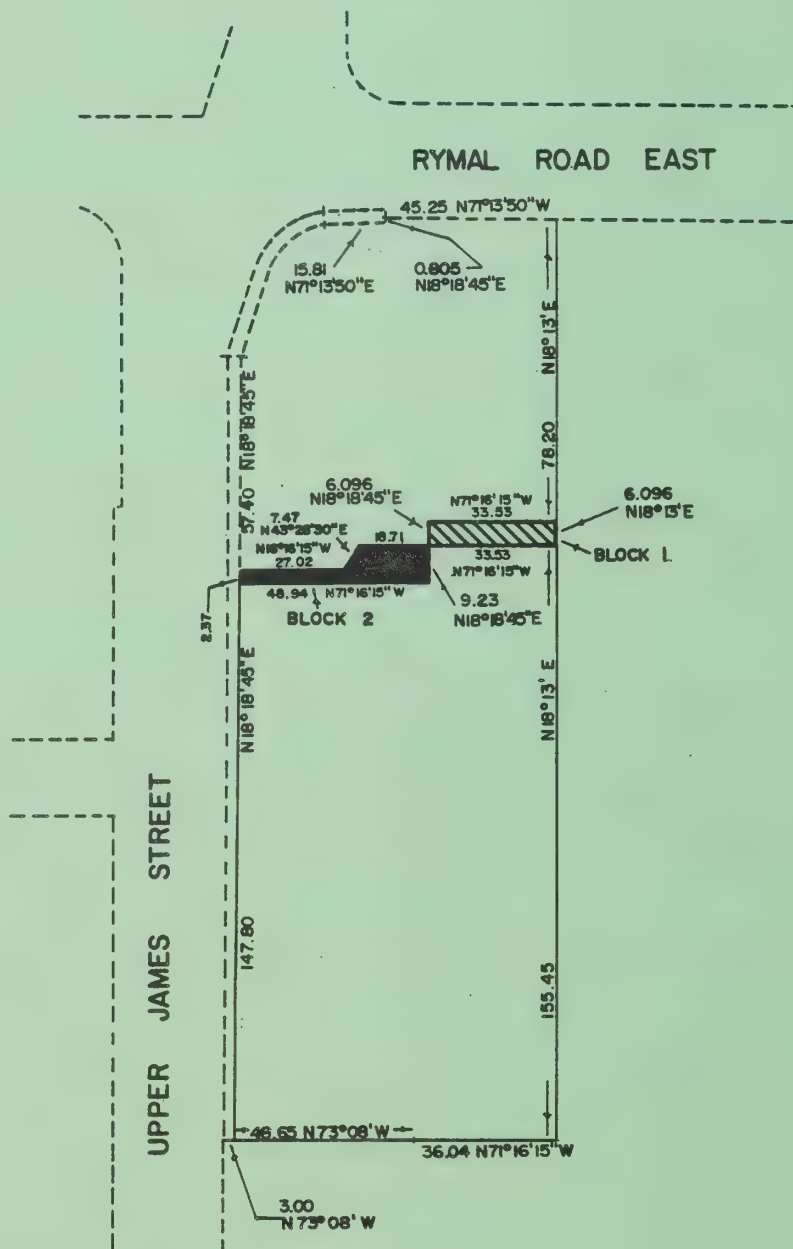
6. In all other respects, By-law No. 88-093 is hereby confirmed, unchanged.

7. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

City Clerk

Mayor



NOTE: All dimensions are in metres

This is Schedule "A" to By-Law No. 89-.....
Passed the day of, 1989.

Clerk

Mayor

City of Hamilton

Schedule A

Map Forming Part of
By-Law No. 89-.....

to Amend By-Law No. 6593

Regional Municipality of Hamilton-Wentworth
Planning and Development Department

Legend		
Change in zoning from :		
BLOCK 1	"HH"(Restricted Community Shopping and Commercial) District, Modified To "G-1"(Designed Shopping Centre) District.	
BLOCK 2	"G-1"(Designed Shopping Centre) District To "HH"(Restricted Community Shopping and Commercial) District, Modified.	
North	Scale	Reference File No.
	NOT TO SCALE	ZA 88 - 125
	Date	Drawn By
	MAR., 1989	R.J.M.

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

Zoning By-law No. 6593

Respecting:

LAND LOCATED AT THE REAR OF MUNICIPAL NO. 1296 UPPER GAGE AVENUE

WHEREAS it is intended to change the zoning of the land hereinafter referred to by amending By-law No. 6593, passed on the 25th day of July, 1950 and approved by the Ontario Municipal Board by Order dated the 7th day of December, 1951, (File No. P.F.C. 3821);

AND WHEREAS this by-law is in conformity with the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. Sheets No. E-38B and E-38C of the District Maps, appended to and forming part of By-law No. 6593, are amended,

(a) by changing from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District

the land, the extent and boundaries of which are shown on a plan hereto annexed as Schedule "A".

2. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

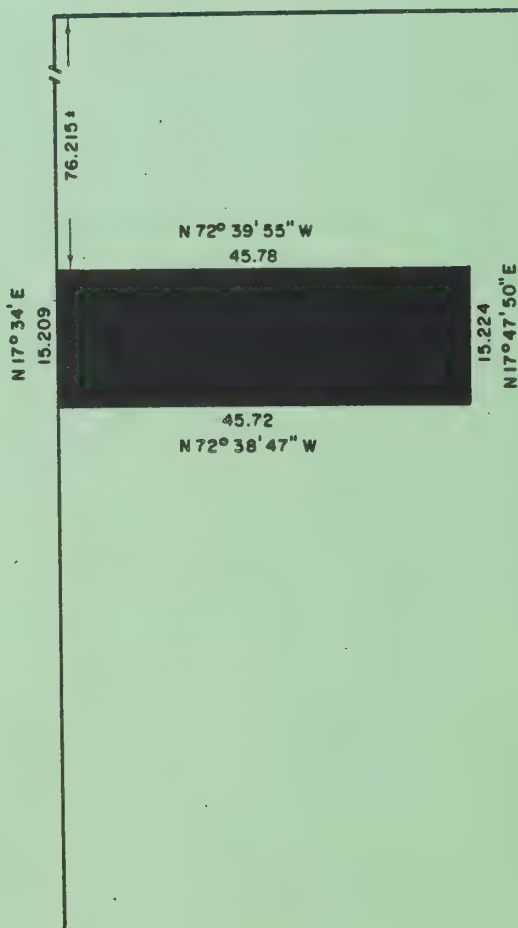
City Clerk

Mayor

(1989) 7 R.P.D.C. 16, March 14
Robert Beatty, Owner
ZA-88-102

LOCONDER DRIVE

REXFORD DRIVE



NOTE: ALL DIMENSIONS
ARE IN METRES

THIS IS SCHEDULE "A" TO BY-LAW NO. 89-
PASSED THE _____ DAY OF _____

Clerk

Mayor


CITY OF HAMILTON

SCHEDULE "A"
MAP FORMING PART OF
BY-LAW NO. 89-

TO AMEND BY-LAW NO. 6593

Regional Municipality of Hamilton-Wentworth
Planning and Development Department

Legend

 CHANGE IN ZONING FROM "AA" (AGRI-
CULTURAL) DISTRICT TO "C" (URBAN
PROTECTED RESIDENTIAL, ETC.)
DISTRICT.

North



Scale

NOT TO SCALE

Reference File No.

ZA 88-102

Date

MARCH 9, 1989

Drawn By

Z. K.

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

Zoning By-law No. 6593

Respecting:

LANDS LOCATED AT THE FRONT OF
MUNICIPAL NOS. 1500, 1514, AND 1522 UPPER OTTAWA STREET

WHEREAS it is intended to change the zoning of the lands hereinafter referred to by amending By-law No. 6593, passed on the 25th day of July, 1950 and approved by the Ontario Municipal Board by Order dated the 7th day of December, 1951, (File No. P.F.C. 3821);

AND WHEREAS this by-law is in conformity with the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. Sheet No. E-49D of the District Maps, appended to and forming part of By-law No. 6593, is amended,

- (a) by changing from "AA" (Agricultural) District to "DE-3" (Multiple Dwellings) District, the land comprised in Block 2;

the extent and boundaries of which are shown on a plan hereto annexed as Schedule "A".

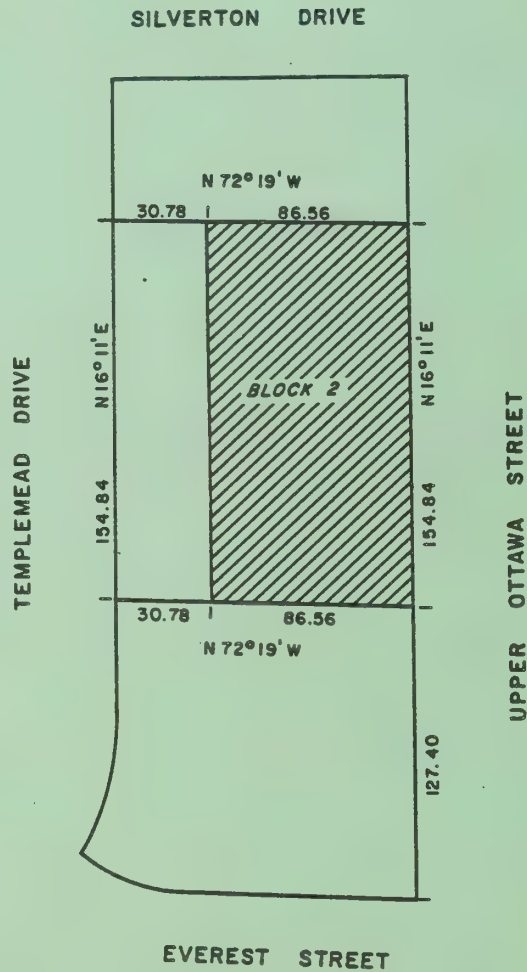
2. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 13 R.P.D.C. 14, May 9
Mr. L. W. Bertrand, Mr. R. Gallagher
and Mr. J. Ferguson, Owners
ZA-88-80



NOTE: All dimensions are in metres

This is Schedule "A" to By-Law No. 89-_____
Passed the _____ day of _____, 1989.

Clerk

Mayor

City of Hamilton

Schedule A

Map Forming Part of
By-Law No. 89-_____

to Amend By-Law No. 6593

Regional Municipality of Hamilton-Wentworth
Planning and Development Department

Legend

Change in zoning from "AA" (Agricultural) District to:



"DE-3" (Multiple Dwellings) District

North



Scale

NOT TO SCALE

Reference File No.

ZA 88-80

Date

December 1988

Drawn By

Z.K.

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Repeal:

By-law No. 88-230

Being A By-law To Amend

Zoning By-law No. 6593

Respecting:

DEFINITION OF "FAMILY"

WHEREAS the Council of The Corporation of the City of Hamilton passed Zoning By-law No. 6593 on the 25th day of July, 1950, which By-law was approved by the Ontario Municipal Board by Order dated the 7th day of December, 1951, (File No. P.F.C. 3821);

AND WHEREAS the Council of the Corporation of the City of Hamilton passed By-law No. 88-230 on the 27th day of September 1988 to provide for a revised definition of "Family" and additional amendments relating thereto, which By-law No. 88-230 came into force on the date of its enactment in accordance with Section 34(19) of the Planning Act, 1983, S.O. 1983, c. 1;

AND WHEREAS Section 15 of the Planning Amendment Act, 1989, S.O. 1989, Chapter 5 (Bill 128) was enacted by the Provincial Legislature on the 27th day of February 1989 to amend the Planning Act, 1983, S.O. 1983, c. 1 by adding thereto a new Section 34a which provides as follows:

34a. (1) The authority to pass by-laws under subsections 34(2) and 37(1) does not include the authority to pass by-laws to distinguish between persons who are related and persons who are unrelated in respect of the occupancy of a building or structure.

(2) A provision in a by-law that distinguishes between persons who are related and persons who are unrelated in respect of the occupancy of a building or structure ceases to have effect on the day this section comes into force.

AND WHEREAS the said Section 15 of the Planning Amendment Act, 1989 came into force on the 27th day of February 1989;

AND WHEREAS the Council of The Corporation of the City of Hamilton, in adopting Item 5 of the 13th Report of the Planning and Development Committee on the 9th day of May 1989 directed that By-law No. 88-230 be repealed in its entirety;

AND WHEREAS this by-law does not conflict with the intent of the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. By-law No. 88-230 is hereby repealed in its entirety.

2. (1) Subsections 2.(2)A.(vi) and (vii) of By-law No. 6593, amended by Section 1 of By-law No. 88-230, are further amended by adding thereto the following phrase, "in the district in which it is situate", after the word "By-law" in the sixth line.

(2) Section 2.(2)J.(vii) of By-law No 6593, repealed by Section 2 of By-law No. 88-230, is re-enacted as follows:

(vii) "Family" shall mean a person or a group of two or more persons occupying premises and living as a single housekeeping unit, whether or not related to each other by blood or marriage, and shall include bona fide domestic servants employed as such on the premises, but not any lodger; as distinguished from a person or group of persons occupying a room or suite in a hotel, hostel or lodging house;

3. (1) Subsection 8.(1)(i) of By-law No. 6593, repealed by Section 3(1) of By-law No. 88-230, is re-enacted as follows:

(i) A single-family dwelling, together with the accommodation of lodgers to the number of not more than three;

(2) Subsection 9.(1)(i) of By-law No. 6593, repealed by Section 3(2) of By-law No. 88-230, is re-enacted as follows:

(i) A single-family dwelling, together with the accommodation of lodgers to the number of not more than three;

(3) Clauses 1 and 2 of Subsection 9A.(1)(a) of By-law No. 6593, repealed by Section 3(3) of By-law No. 88-230, are re-enacted as follows:

1. A single-family dwelling, together with the accommodation of not more than three lodgers.
2. A semi-detached dwelling, together with the accommodation of not more than three lodgers in each dwelling unit.

4. (1) Subsection 10(1)(ii) of By-law No. 6593, repealed by Section 4(1) of By-law No. 88-230, is re-enacted as follows:

(ii) A two-family dwelling, together with the accommodation of lodgers to the number of not more than three in each Class A dwelling unit;

(2) Subsection 10(1)(iv) of By-law No. 6593 repealed by Section 4(2) of By-law No. 88-230, is re-enacted as follows:

(iv) A converted dwelling containing not more than three dwelling units, not more than one of which is a housekeeping dwelling unit, together with the accommodation of lodgers to the number of not more than three in each Class A dwelling unit;

5. (1) (a) Subsection 10A(1)(ii) of By-law No. 6593, repealed by Section 5(1)(a) of By-law No. 88-230, is re-enacted as follows:

(ii) A two-family dwelling or three-family dwelling, together with the accommodation of lodgers to the number of not more than three in each Class A dwelling unit;

(b) Subsection 10A(1)(iii) of By-law No. 6593, repealed by Section 5(1)(b) of By-law No. 88-230, is re-enacted as follows:

(iii) A converted dwelling containing not more than three dwelling units, together with the accommodation of lodgers to the number of not more than three in each Class A dwelling unit;

(c) Subsection 10A(1)(iv) of By-law No. 6593, repealed by Section 5(1)(c) of By-law No. 88-230, is re-enacted as follows:

(iv) A multiple dwelling, together with the accommodation of lodgers to the number of not more than three in each Class A dwelling unit; (See Section 18(8) for Special Requirements for Groups of Multiple Dwellings);

(2) (a) Section 10B(1)(ii) of By-law No. 6593, repealed by Section 5(2)(a) of By-law No. 88-230, is re-enacted as follows:

(ii) A two-family dwelling, with accommodation for lodgers to the number of not more than three in each Class A dwelling unit;

(b) Section 10B(1)(iii) of By-law No. 6593, repealed by Section 5(2)(b) of By-law No. 88-230, is re-enacted as follows:

(iii) A three-family dwelling with accommodation for lodgers to the number of not more than three in each Class A dwelling unit;

(c) Section 10B(1)(iv) of By-law No. 6593, repealed by Section 5(2)(c) of By-law No. 88-230, is re-enacted as follows:

(iv) A converted dwelling, containing at least two Class A dwelling units for every housekeeping dwelling unit, with accommodation for lodgers to the number of not more than three in each Class A dwelling unit;

(d) Section 10B(1)(vi) of By-law No. 6593, repealed by Section 5(2)(d) of By-law No. 88-230, is re-enacted as follows:

(vi) A multiple dwelling, with accommodation for lodgers to the number of not more than three in each Class A dwelling unit; (See Section 18(8) for Special Requirements for Groups of Multiple Dwellings);

(3) (a) Subsection 10C(1)(ii) of By-law No. 6593, repealed by Section 5(3)(a) of By-law No. 88-230, is re-enacted as follows:

(ii) A two-family dwelling, with accommodation for lodgers to the number of not more than three in each Class A dwelling unit;

(b) Subsection 10C(1)(iii) of By-law No. 6593, repealed by Section 5(3)(b) of By-law No. 88-230, is re-enacted as follows:

(iii) A three-family with accommodation for lodgers to the number of not more than three in each Class A dwelling unit;

(c) Subsection 10C(1)(iv) of By-law No. 6593, repealed by Section 5(3)(c) of By-law No. 88-230, is re-enacted as follows:

(iv) A converted dwelling, containing at least two Class A dwelling units for every housekeeping dwelling unit, with accommodation for lodgers to the number of not more than three in each Class A dwelling unit;

(d) Subsection 10C(1)(vi) of By-law No. 6593, repealed by Section 5(3)(d) of By-law No. 88-230, is re-enacted as follows:

(vi) A multiple dwelling, with accommodation for lodgers to the number of not more than three in each Class A dwelling unit; (See Section 18(8) for Special Requirements for Groups of Multiple Dwellings);

6. (1) (a) Subsection 11(1)(ii) of By-law No. 6593, repealed by Section 6(1)(a) of By-law No. 88-230, is re-enacted as follows:

(ii) A converted dwelling, containing at least two Class A dwelling units for every housekeeping dwelling unit, together with the accommodation of lodgers to the number of not more than three in each Class A dwelling unit;

(b) Subsection 11(1)(iib) of By-law No. 6593, repealed by Section 6(1)(b) of By-law No. 88-230, is re-enacted as follows:

(iib) A three-family dwelling with accommodation for not more than three lodgers in each Class A dwelling unit therein;

(2) (a) Subsection 11B(1)(ii) of By-law No. 6593, repealed by Section 6(2)(a) of By-law No. 88-230, is re-enacted as follows:

(ii) A two-family dwelling, with accommodation for lodgers to the number of not more than three in each Class A dwelling unit;

(b) Subsection 11B(1)(iii) of By-law No. 6593, repealed by Section 6(2)(b) of By-law No. 88-230, is re-enacted as follows:

(iii) A three-family dwelling with accommodation for lodgers to the number of not more than three in each Class A dwelling unit;

(c) Subsection 11B(1)(iv) of By-law No. 6593, repealed by Section 6(2)(c) of By-law No. 88-230, is re-enacted as follows:

(iv) A converted dwelling, containing at least two Class A dwelling units for every housekeeping dwelling unit, with accommodation for lodgers to the number of not more than three in each Class A dwelling unit;

(d) Subsection 11B(1)(vi) of By-law No. 6593, repealed by Section 6(2)(d) of By-law No. 88-230, is re-enacted as follows:

(vi) A multiple dwelling, with accommodation for lodgers to the number of not more than three in each Class A dwelling unit; (See Section 18(8) for Special Requirements for Groups of Multiple Dwellings);

7. In all other respects, By-law No. 6593 is hereby confirmed, unchanged.

PASSED this day of

A.D. 1989.

City Clerk

Mayor

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

Zoning By-law No. 6593

Respecting:

LAND LOCATED AT MUNICIPAL NO. 990 WEST 5TH STREET

WHEREAS it is intended to change the zoning of the land hereinafter referred to by amending By-law No. 6593, passed on the 25th day of July, 1950 and approved by the Ontario Municipal Board by Order dated the 7th day of December, 1951, (File No. P.F.C. 3821);

AND WHEREAS this by-law is in conformity with the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. Sheet No. W-9C of the District Maps, appended to and forming part of By-law No. 6593, is amended,

(a) by changing from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District

the land, the extent and boundaries of which are shown on a plan hereto annexed as Schedule "A".

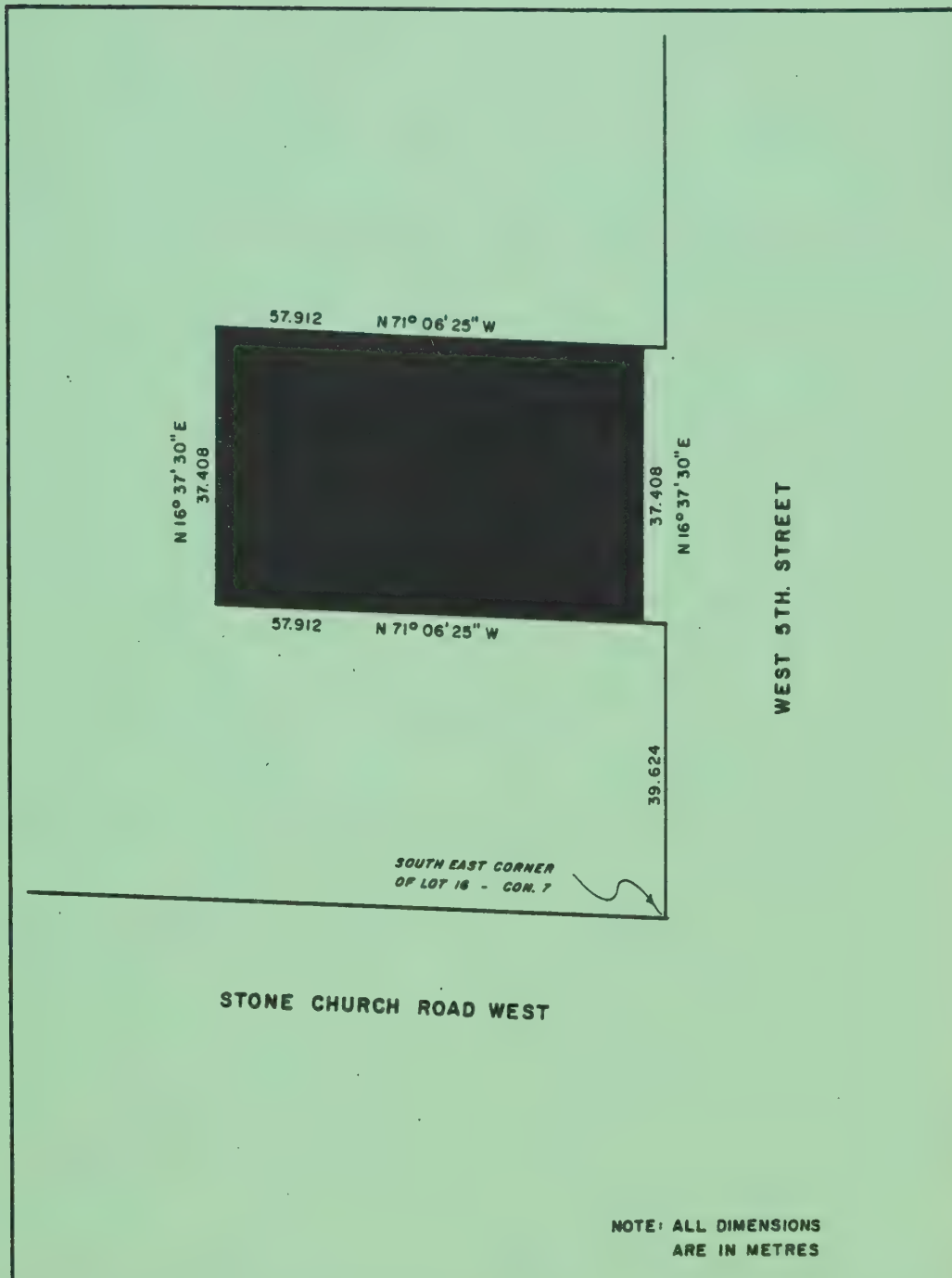
2. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 7 R.P.D.C. 15, March 14
Leucio and Concetta Zoccolillo, Owners
ZA-88-66



THIS IS SCHEDULE "A" TO BY-LAW NO. 89 - _____
 PASSED THE _____ DAY OF _____


 Clerk


 Mayor

CITY OF HAMILTON
SCHEDULE "A"
MAP FORMING PART OF
BY-LAW NO. 89-
TO AMEND BY-LAW NO. 6593

Regional Municipality of Hamilton-Wentworth
 Planning and Development Department

Legend

 CHANGE IN ZONING FROM "AA" (AGRI-CULTURAL) DISTRICT TO "C" (URBAN PROTECTED RESIDENTIAL, ETC.) DISTRICT.

North 	Scale NOT TO SCALE	Reference File No. ZA 88-66
	Date MARCH 9, 1989	Drawn By Z.K.

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

Zoning By-law No. 6593

Respecting:

LAND LOCATED AT MUNICIPAL NO. 242 JACKSON STREET EAST

WHEREAS it is intended to change the zoning of the lands hereinafter referred to and to establish a special requirement under section 19B of By-law No. 6593 passed on the 25th day of July, 1950 and approved by the Ontario Municipal Board by Order dated the 7th day of December, 1951, (File No. P.F.C. 3821);

AND WHEREAS this by-law is in conformity with the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. Sheet No. E-5 of the District Maps, appended to and forming part of By-law No. 6593, is amended,

- (a) by changing from "E" (Multiple Dwellings, Lodges, Clubs, etc.) District to "E-1" (Multiple Dwellings, Lodges, Clubs, etc.) District,

the land, the extent and boundaries of which are shown on a plan hereto annexed as Schedule "A".

2. The "E-1" (Multiple Dwellings, Lodges, Clubs, etc.) District provisions applicable to the land referred to in section 1 are amended to the extent only of the special requirement that,

- (a) notwithstanding Section 11A(1)(iii) of By-law No. 6593, the following COMMERCIAL USE shall be permitted:

- 1. the conversion of the existing dwelling to a hairdressing establishment for the accommodation of not more than 5 hairdressers.

3. No building or structure shall be erected, altered, extended or enlarged, nor shall any building or structure or part thereof be used, nor shall any land be used, except in accordance with the "E-1" District provisions, subject to the special requirements referred to in section 2.

4. By-law No. 6593 is amended by adding this by-law to section 19B as Schedule S-1112.

5. Sheet No. E-5 of the District Maps is amended by marking the lands referred to in section 1 of this by-law, S-1112.

6. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

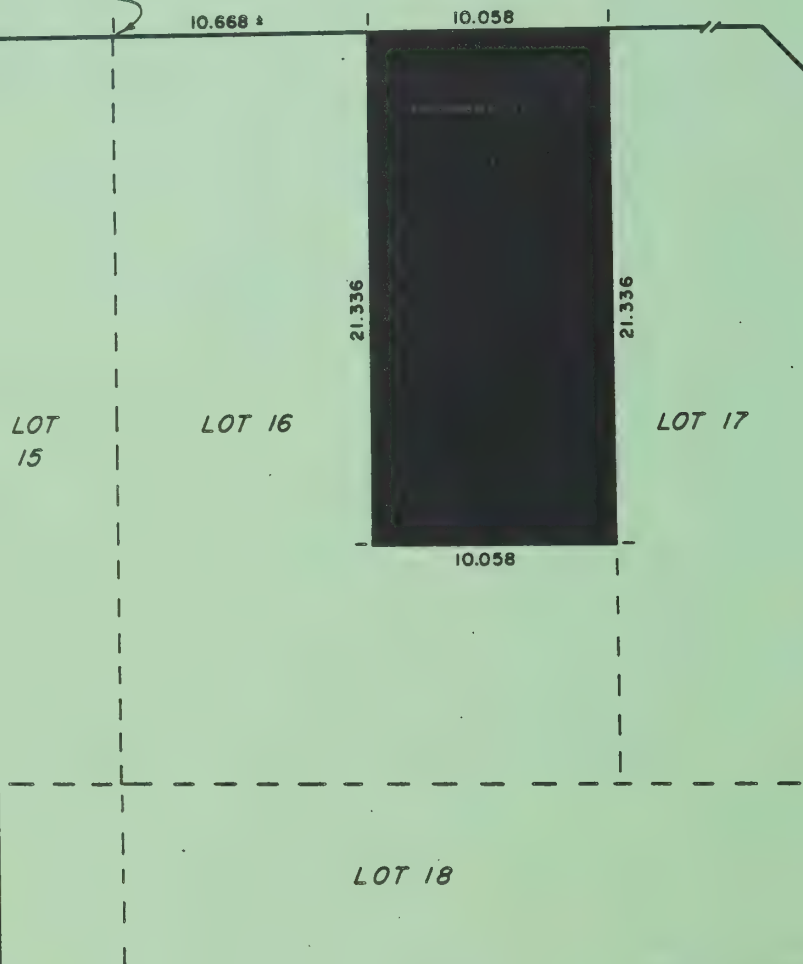
City Clerk

Mayor

(1989) 5 R.P.D.C. 29, February 14
Gail Ruth Redbourne, Owner
ZA-88-100

JACKSON STREET EAST

NORTH WEST
CORNER OF LOT 16



WELLINGTON STREET SOUTH

NOTE: ALL DIMENSIONS
ARE IN METRES

THIS IS SCHEDULE "A" TO BY-LAW NO. 89-
PASSED THE _____ DAY OF _____

Clerk

Mayor

CITY OF HAMILTON

SCHEDULE "A"
MAP FORMING PART OF
BY-LAW NO. 89 -

TO AMEND BY-LAW NO. 6593

Regional Municipality of Hamilton-Wentworth
Planning and Development Department

Legend

CHANGE IN ZONING FROM "E" (MULTIPLE DWELLINGS, LODGES, CLUBS, ETC.) DISTRICT TO "E-1" (MULTIPLE DWELLINGS, LODGES, CLUBS, ETC.) DISTRICT, MODIFIED.

North



Scale
NOT TO SCALE

Date
FEB. 17, 1989

Reference File No.
ZA 88 - 100

Drawn By
Z. K.

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

Zoning By-law No. 6593

Respecting:

LAND LOCATED AT MUNICIPAL NO. 158 DUNDURN STREET NORTH

WHEREAS it is intended to establish a special requirement under section 19B of By-law No. 6593, passed on the 25th day of July, 1950 and approved by the Ontario Municipal Board by Order dated the 7th day of December, 1951, (File No. P.F.C. 3821);

AND WHEREAS this by-law is in conformity with the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. The "L-mr-2" (Planned Development - Multiple Residential) District provisions applicable to the land, the extent and boundaries of which are shown on a plan hereto annexed as Schedule "A", are amended to the extent only of the special requirement that,

(a) notwithstanding Sections 2.(2)H.(iii))(f) and (i) of By-law No. 6593, the following incidental and secondary use shall be permitted as a home occupation:

1. barbering

provided that,

(i) said use is carried on by not more than one barber having a principal place of residence on the premises; and

(ii) said use consists of not more than one barber chair and not more than one commercial sink.

2. No building or structure shall be erected, altered, extended or enlarged, nor shall any building or structure or part thereof be used, nor shall any land be used, except in accordance with the "L-mr-2" District provisions, subject to the special requirement referred to in section 1.

3. By-law No. 6593 is amended by adding this by-law to section 19B as Schedule S-1110.

4. Sheet No. W-11 of the District Maps is amended by marking the lands referred to in section 1 of this by-law, S-1110.

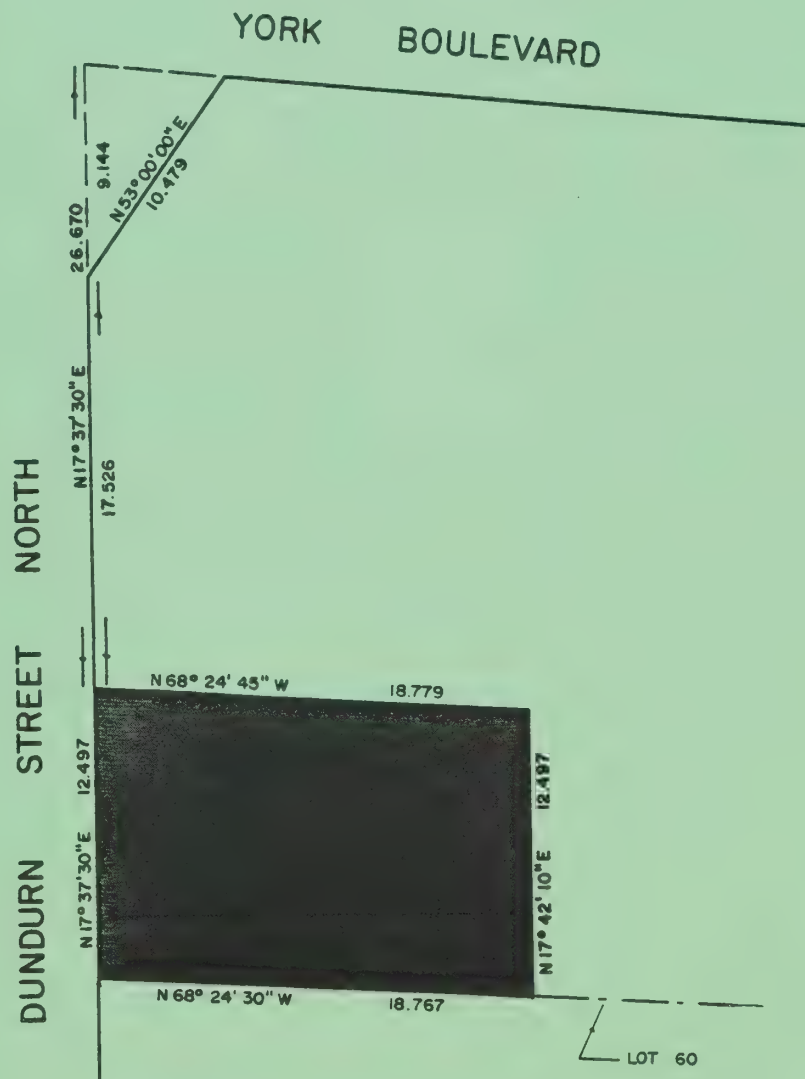
5. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 4 R.P.D.C. 7, January 31
Jose Inacio Santinhos and
Ana Da Costa Santinhos, Owners
ZA-88-68



NOTE: ALL DIMENSIONS ARE IN METRES

THIS IS SCHEDULE "A" TO BY-LAW NO. 89 - _____
 PASSED THE _____ DAY OF _____

 Clerk

 Mayor

**CITY OF HAMILTON
 SCHEDULE "A"**

MAP FORMING PART OF
 BY-LAW N°89-_____

TO AMEND BY-LAW N° 6593

Regional Municipality of Hamilton-Wentworth
 Planning and Development Department

Legend

 LANDS TO BE REGULATED BY
 BY-LAW N° 89-

North



Scale
 NOT TO SCALE

Date
 JAN., 1989

Reference File No.
 ZA-88-68

Drawn By
 R.J.M.

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Designate:

LAND LOCATED AT MUNICIPAL NO. 256 MACNAB STREET NORTH

As Property of:

HISTORIC AND ARCHITECTURAL VALUE AND INTEREST

WHEREAS the Council of The Corporation of the City of Hamilton did give notice of its intention to designate the property mentioned in section 1 of this by-law in accordance with subsection 29(3) of the Ontario Heritage Act, R.S.O. 1980, Chapter 337;

AND WHEREAS no notice of objection was served on the City Clerk as required by subsection 29(5) of the said Act;

AND WHEREAS it is desired to designate the property mentioned in section 1 of this by-law in accordance with clause 29(1)(a) of the said Act.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. The property located at Municipal No. 256 MacNab Street North and more particularly described in Schedule "A" hereto annexed and forming part of this by-law, is hereby designated as property of historic and architectural value and interest.
2. The City Solicitor is hereby authorized and directed to cause a copy of this by-law, together with reasons for the designation set out in Schedule "B" hereto annexed and forming part of this by-law, to be registered against the property affected in the proper registry office.
3. The City Clerk is hereby authorized and directed,
 - (i) to cause a copy of this by-law, together with reasons for the designation, to be served on the owner and The Ontario Heritage Foundation by personal service or by registered mail;
 - (ii) to publish a notice of this by-law in a newspaper having general circulation in the Municipality of the City of Hamilton for three consecutive weeks.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 7 R.P.D.C. 10, March 14

SCHEDULE "A"

To

By-law No. 89-

256 MacNab Street North,
Hamilton, Ontario

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth (formerly County of Wentworth) in the Province of Ontario being composed of part of lot number ten (10) and part of lot number eleven (11) in Block Number Two (2) according to a subdivision known as Sir Allan MacNab Survey, the plan thereof registered in the Registry Office for the Registry Division of Wentworth, as Number 127, the said parcel of land being in the block bounded by MacNab, Murray, James and Barton Streets, in the said City of Hamilton, and may be more particularly described as follows, that is to say:-

COMMENCING at an iron bar planted in the eastern limit of MacNab Street, where it is intersected by the production westerly of the centre line of the wall between the semi-detached brick dwelling erected upon the herein described parcel of land and known as Municipal Number 256 MacNab Street North, and the semi-detached brick dwelling erected upon the lands adjoining the herein described parcel of land on the south and known as Municipal Number 254 MacNab Street North, the said iron bar being distant thirty-six and ninety-four one-hundredths feet (36.94') measured northerly along the eastern limit of MacNab Street, from the southwestern corner of the said lot number ten (10).

THENCE northerly along the eastern limit of MacNab Street twenty-eight and thirteen one-hundredths feet (28.13') more or less to a point of intersection with the production westerly of the southerly face of the wall between the said semi-detached brick dwelling erected upon the herein described parcel of land and the semi-detached brick dwelling erected upon the lands adjoining the herein described parcel of land on the north and known as Municipal Number 258 MacNab Street North, the said wall being, also the northern wall of a covered passageway, the said point of intersection being distant four and fifty-seven one-hundredths feet (4.57') measured northerly along the eastern limit of MacNab Street from the division line between the aforesaid lots numbers ten (10) and eleven (11).

THENCE easterly to and along the southern face of the last mentioned wall and the production of the line thereof easterly one hundred and twenty and forty-six one hundredths feet (120.46') more or less to a point in the eastern limit of the aforesaid lot number eleven (11), the said point being distant, three and eight one-hundredths feet (3.80') measured northerly along the eastern limit of the aforesaid lot number eleven (11) from the division line between the aforesaid lots numbers ten (10) and eleven (11).

THENCE southerly along the eastern limits of the aforesaid lots numbers eleven (11) and ten (10) thirty and five one-hundredths feet (30.05') more or less to an iron bar planted distant thirty-four and seventeen one-hundredths feet (34.17') measured northerly along the eastern limit of the aforesaid lot number ten (10) from the southeastern corner thereof.

THENCE westerly in a straight line fifty and twenty-five one-hundredths feet (50.25') more or less to a point in the eastern face of the eastern wall of a frame erected in the rear of the aforesaid semi-detached brick dwellings known as Municipal Numbers 254 and 256 MacNab Street North, the said point of intersection being the centre line of the aforesaid wall between the last mentioned dwellings, and is distant thirty-five and sixty-three one-hundredths feet (35.63') measured northerly parallel with the eastern limit of MacNab Street from the southern limit of the aforesaid lot numbr ten (10).

THENCE westerly along the centre line of the aforesaid wall between the semi-detached brick dwellings known as Municipal Numbers 254 and 256 MacNab Street North, and the production of the line thereof westerly seventy and twenty-five one-hundredths feet (70.25') more or less to the point of commencement.

ON THE ABOVE-DESCRIBED parcel of land is erected a semi-detached brick dwelling known as Municipal Number 256 MacNab Street North.

TOGETHER with the right in common with the owners, tenants and occupants of the remaining portions of lots number ten (10) and eleven (11) to pass over, along and upon and use as a right-of-way part of lot number ten (10) according to the hereinbefore mentioned subdivision known as Sir Allan MacNab Survey, registered plan number 127, and which right-of-way may be more particularly described as follows, that is to say:-

COMMENCING at an iron bar planted at the southeastern corner of the hereinbefore described parcel of land, being a point in the eastern limit of the said lot number ten (10) distant thirty-four and seventeen one-hundredths feet (34.17') measured northerly from the southeastern corner thereof.

THENCE westerly along the southern limit of the hereinbefore described parcel of land fifteen feet (15.00') to a point.

THENCE southerly parallel with the eastern limit of the aforesaid lot number ten (10) seventeen and eight one-hundredths feet (17.08') to a point.

THENCE easterly in a straight line fifteen feet (15.00') more or less to a point in the eastern limit of the aforesaid lot number ten (10) distant seventeen feet (17.00') measured northerly thereon from the southeastern corner of the said lot number ten (10).

THENCE northerly along the eastern limit of the aforesaid lot number ten (1) seventeen and seventeen one-hundredths feet (17.17') more or less to the point of commencement.

ALSO TOGETHER WITH the right in common with the owners, tenants and occupants of the remaining portions of lots numbers ten (10) and eleven (11) to pass over, along and upon and to use as a right-of-way part of lot number eleven (11) according to the hereinbefore mentioned Sir Allan MacNab Survey, registered Plan Number 127, and which right-of-way may be more particularly described as follows, that is to say:-

COMMENCING at the northeastern corner of the hereinbefore described parcel of land, being a point in the eastern limit of the said lot number eleven (11) distant three and eighty one-hundredths feet (3.80') measured northerly thereon from the southeastern corner thereof.

THENCE northerly along the eastern limit of the aforesaid lot number eleven (11) thirty-seven and twenty-eight one-hundredths feet (37.28') to a point.

THENCE westerly in a straight line fifteen feet (15.00') to a point distant forty-one feet (41.00') measured northerly parallel with the eastern limit of the aforesaid lot number eleven (11) from the division line between lots numbers ten (10) and eleven (11).

THENCE southerly parallel with the eastern limit of the aforesaid lot number eleven (11) thirty-two feet (32.00') to a point distant nine feet (9.00') measured northerly at right angles from the aforesaid division line between lots numbers ten (10) and eleven (11) and being, also, distant fifteen feet (15.00') measured westerly parallel with the aforesaid division line between lots numbers ten (10) and eleven (11) from the eastern limit of the aforesaid lot number eleven (11).

THENCE southwesterly in a straight line seven feet (7.00') more or less to a point in the northern limit of the hereinbefore described parcel of land, distant four feet (4.00') measured northerly at right angles from the aforesaid division line between lots numbers ten (10) and eleven (11), and being, also distant twenty feet (20.00') measured westerly parallel with the said division line from the eastern limit of the aforesaid said lot number eleven (11).

THENCE easterly along the northern limit of the hereinbefore described parcel of land twenty feet (20.00') more or less to the point of commencement.

SUBJECT to the right of the owners, tenants and occupants of the remaining portions of lots numbers ten (10) and eleven (11) to pass over, along and upon and use as a right-of-way part of the hereinbefore described parcel of land, being part of lots number

ten (10) and eleven (11) in Block Number Two (2), according to the hereinbefore mentioned subdivision known as Sir Allan MacNab Survey, registered as Plan Number 127, and which right-of-way may be more particularly described as follows, that is to say:-

COMMENCING at a point in the eastern limit of MacNab Street, where it is intersected by the production westerly of the line of the northern face of the northern wall of the ground floor portion of semi-detached brick dwelling known as Municipal Number 256 MacNab Street North, the said wall being the southern wall of a covered passageway, the said point of intersection being distant fifty-five and thirty one-hundredths feet (55.30') measured northerly along the eastern limit of MacNab Street from the southwestern corner of the said lot number ten (10).

THENCE easterly to and along the northern face of the aforesaid southern wall of the covered passageway, and the production of the line thereof easterly, one hundred and forty-six one-hundredths feet (100.46') more or less to a point distant twenty feet (20.00') measured westerly parallel with the division line between lots numbers ten (1) and eleven (11) from the eastern limit of the aforesaid lot number ten (10), and being, also, distant six feet (6.00') measured southerly at right angles from the division line between the aforesaid lots numbers ten (10) and eleven (11).

THENCE southeasterly in a straight line seven feet (7.00') more or less to a point, which is distant eleven feet (11.00') measured southerly at right angles from the said division line between lots numbers ten (10) and eleven (11), being also distant fifteen feet (15.00') measured westerly parallel with the aforesaid division line between lots numbers ten (10) and eleven (11) from the eastern limit of lot number ten (10).

THENCE southerly parallel with the eastern limit of the aforesaid lot number ten (10) fourteen and ninety-two one-hundredths feet (14.92') more or less to a point in the southern limit of the hereinbefore described parcel of land.

THENCE easterly along the southern limit of the hereinbefore described parcel of land fifteen feet (15.00') more or less to an iron bar planted at the southeastern corner thereof, and being in the aforesaid eastern limit of lot number ten (10).

THENCE northerly along the eastern limits of the aforesaid lots numbers ten (10) and eleven (11) thirty and five one-hundredths feet (30.05') more or less to the northeastern corner of the hereinbefore described parcel of land, the said corner being distant three and eighty one-hundredths feet (3.80') measured northerly along the easterly limit of the aforesaid lot number eleven (11) from the southeastern corner thereof.

THENCE westerly along the northern limit of the hereinbefore described parcel of land one hundred and twenty and forty-six one-hundredths feet (120.46') more or less to the northwestern corner thereof, the said corner being in the eastern limit of MacNab Street distant four and fifty-seven one-hundredths feet (4.57') measured northerly thereon from the southwestern corner of the aforesaid lot number eleven (11).

THENCE southerly along the eastern limit of MacNab Street nine and seventy-seven one-hundredths feet (9.77') more or less to the point of commencement.

TOGETHER WITH THE RIGHT to the Grantees, their successors and assigns, the owners from time to time of the land hereinbefore conveyed to use the wall erected on the lands immediately adjacent to and north of the lands hereinbefore described as a means of support for the building now erected on the lands hereinbefore described extending over the right-of-way above described to be continued and used as such forever. The lands upon which such wall is erected are described as follows:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth (formerly County of Wentworth) in the Province of Ontario being composed of part of lot number eleven (11) in Block Number Two (2) according to a subdivision known as the Sir Allan MacNab Survey, the plan thereof registered in the Registry Office for the Registry Division of Wentworth as Number 127, and which parcel of land is in the block bounded by MacNab, Murray, James and Barton Streets, in the said City of Hamilton and may be more particularly described as follows, that is to say:-

COMMENCING at a point in the western face of the western wall of the front portions of the semi-detached brick dwellings known as Municipal Numbers 256 and 258 MacNab Street North, where it is intersected by the southern face of the brick wall between the said semi-detached brick dwellings, and which point of intersection may be arrived at as follows:-

BEGINNING at the southwestern corner of the said lot number eleven (11) being a point in the eastern limit of MacNab Street thence northerly along the eastern limit of MacNab Street four and fifty-seven one-hundredths feet (4.57') to a point in the production westerly of the line of the southern face of the said wall between the said semi-detached brick dwellings known as Municipal Numbers 256 and 258 MacNab Street North.

THENCE easterly along the said production seven and twenty-two one-hundredths feet (7.22') more or less to the said point of commencement.

THENCE easterly along the southern face of the aforesaid wall between the semi-detached brick dwellings thirty-five and ten one-hundredths feet (35.10') more or less to a point in the eastern face of the eastern wall of the front portion of the aforesaid semi-detached brick dwellings.

THENCE northerly along the eastern face of the last mentioned wall eighty-three one-hundredths feet (0.83') more or less to a point in the line of the northern face of the aforesaid wall between the aforesaid semi-detached brick dwellings.

THENCE westerly along the northern face of the last mentioned wall thirty-five and ten one-hundredths feet (35.10') more or less to a point in the aforesaid western face of the western wall of the semi-detached brick dwellings.

THENCE southerly along the western face of the last mentioned wall eighty-three one-hundredths feet (0.83') more or less to the point of commencement.

SCHEDULE "B"

To

By-law No. 89-

REASONS FOR DESIGNATION

256-258 MacNAB STREET NORTH, HAMILTON, ONTARIO

256-258 MacNab Street North represent the two centre units of a 6-unit, 2 1/2 storey brick rowhouse built in 1879-80. Located two blocks south of the Custom House between Murray and Barton Streets, this outstanding Victorian terrace is a well-integrated component of the late nineteenth and early twentieth century residential area surrounding St. Mary's Church. The unusual design and flamboyant character of the MacNab Street North terrace, however, sets it apart from its neighbours and from other Victorian rowhouses in the City.

Designed by the noted Hamilton architect, James Balfour, the terrace at 252-262 MacNab Street North is one-of-a-kind in this city. Its brick masonry construction, gabled bays and segmentally arched windows were characteristic of rowhouses built in Hamilton from the 1880s through the 1910s. Its highly ornate square wooden bays decorated with bracketed cornices separating the first and second floor windows and pilasters framing the tall paired windows, however, appear to have been inspired by the all-wood Italianate houses and rowhouses built in San Francisco and other west and east coast American cities throughout the 1870s. The charm and uniqueness of the MacNab terrace derives from Balfour's skilful blending of forms and details borrowed from two quite distinct vernacular row housing traditions. The first two floors of the wooden bays, strikingly similar in design to San Francisco Italianate houses, are crowned by steep-pitched gables decorated with bargeboard, a typical High Victorian Gothic feature characteristic of 1880s row housing in Hamilton. The roofline is also punctuated by steep gabled dormers. The roofs and railings of the porches set between the square bays do not appear to have been part of Balfour's original design. A distinguishing feature of the centre two units is the carriage entrance which separates them at the ground floor level and visually divides the terrace into two 3-bay segments.

Historically, the row is important for its association with Henry J. Larkin, a barrister and developer who built the fine Renaissance Revival commercial block on James Street North known as Treble Hall (originally Larkin Hall), also designed by

James Balfour and built in 1879. The MacNab Street North terrace was owned by the Larkin family until 1889 and remained under single ownership until it was subdivided amongst five owners in 1942. Since this time the centre two units, which are connected at the second storey, have been jointly owned.

Of particular importance to the preservation of 256-258 MacNab Street North is the street facade, including the carriage entrance, the ornate wooden bays, the dormers, bargeboard, original doorways and windows, and roofs and chimneys (but excluding the later porch additions).

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Designate:

LAND LOCATED AT MUNICIPAL NO. 258 MACNAB STREET NORTH

As Property of:

HISTORIC AND ARCHITECTURAL VALUE AND INTEREST

WHEREAS the Council of The Corporation of the City of Hamilton did give notice of its intention to designate the property mentioned in section 1 of this by-law in accordance with subsection 29(3) of the Ontario Heritage Act, R.S.O. 1980, Chapter 337;

AND WHEREAS no notice of objection was served on the City Clerk as required by subsection 29(5) of the said Act;

AND WHEREAS it is desired to designate the property mentioned in section 1 of this by-law in accordance with clause 29(1)(a) of the said Act.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. The property located at Municipal No. 258 MacNab Street North and more particularly described in Schedule "A" hereto annexed and forming part of this by-law, is hereby designated as property of historic and architectural value and interest.

2. The City Solicitor is hereby authorized and directed to cause a copy of this by-law, together with reasons for the designation set out in Schedule "B" hereto annexed and forming part of this by-law, to be registered against the property affected in the proper registry office.

3. The City Clerk is hereby authorized and directed,

- (i) to cause a copy of this by-law, together with reasons for the designation, to be served on the owner and The Ontario Heritage Foundation by personal service or by registered mail;
- (ii) to publish a notice of this by-law in a newspaper having general circulation in the Municipality of the City of Hamilton for three consecutive weeks.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 7 R.P.D.C. 10, March 14

SCHEDULE "A"

To

By-law No. 89-

258 MacNab Street North,
Hamilton, Ontario

Part of Lot 11, in Block Number 2, according to a subdivision known as Sir Allan MacNab Survey, the plan thereof registered in the Registry Office for the Registry Division of Wentworth as Number 127, the said parcel being in the block bounded by MacNab, Murray, James and Barton Street, in the said City of Hamilton, and may be more particularly described as follows, that is to say:

COMMENCING at an iron bar planted in the eastern limit of MacNab Street where it is intersected by the production westerly of the centre line of the wall between the semi-detached dwelling erected upon the herein described parcel of land and known as Municipal Number 258 MacNab Street North, and the semi-detached brick dwelling erected upon the lands adjoining on the north and known as Municipal Number 260 MacNab Street North, the said iron bar being distant twenty-three and two one-hundredths feet (23.02') measured northerly along the eastern limit of MacNab Street from the southwestern corner of the said lot number eleven (11).

THENCE easterly to and along the said centre line seventy and seventy-five one-hundredths feet (70.75') more or less to a point in the eastern face of the eastern wall of the frame addition erected in the rear of the said dwellings, the said point being distant twenty-two and forty-two one-hundredths feet (22.42') measured northerly parallel with the eastern limit of MacNab Street from the southern limit of the aforesaid lot number eleven (11).

THENCE easterly in a straight line forty-nine and sixty-seven one-hundredths feet (49.67') more or less to an iron bar planted in the eastern limit of the aforesaid lot number eleven (11), the said point being distant twenty-two and fifty-eight one-hundredths feet (22.58') measured northerly along the eastern limit of the aforesaid lot number eleven (11) from the southeastern corner thereof.

THENCE southerly along the eastern limit of the aforesaid lot number eleven (11) eighteen and seventy-eight one-hundredths feet (18.78') more or less to a point in the production easterly of the southern face of the wall between the aforesaid semi-detached brick dwelling erected upon the herein described parcel of land and known as Municipal Number 258 MacNab Street North, and the semi-detached brick dwelling erected upon the lands adjoining the herein described parcel of land on the south and known as Municipal Number 256 MacNab Street North, the said wall being the northern wall of a covered passageway.

THENCE westerly to and along the southern face of the said wall and the production thereof westerly one hundred and twenty and forty-six one-hundredths feet (120.46') more or less to a point in the eastern limit of MacNab Street, distant four and fifty-seven one-hundredths feet (4.57') measured northerly along the eastern limit of MacNab Street, from the southwestern corner of the aforesaid lot number eleven (11).

THENCE northerly along the eastern limit of MacNab Street eighteen and forty-five one-hundredths feet (18.45') more or less to the point of commencement.

ON THE ABOVE-DESCRIBED parcel of land is erected a semi-detached brick dwelling known as Municipal Number 258 MacNab Street North.

TOGETHER with the right in common with the owners, tenants, and occupants of the remaining portions of lots numbers ten (10) and eleven (11), to pass over, along and upon and use as a right-of-way part of lots numbers ten (10) and eleven (11) in block Number two (2), according to a subdivision known as Sir Allan MacNab Survey, the plan thereof registered in the Registry Office for the Registry Division of Wentworth as Number 127, and which right-of-way may be more particularly described as follows, that is to say:

COMMENCING at a point in the eastern limit of MacNab Street where it is intersected by the production westerly of the line of the northern face of the northern wall of the ground floor portion of a semi-detached brick dwelling known as Municipal Number 256 MacNab Street North, the said wall being the southern wall of a covered passageway, the said point of intersection being distant fifty-five and thirty one-hundredths feet (55.30') measured northerly along the eastern limit of MacNab Street from the southwestern corner of the said lot number ten (10).

THENCE easterly to and along the northern face of the aforesaid southern wall of the covered passageway, and the production of the line thereof easterly one hundred, and forty-six one-hundredths feet (100.46') more or less to a point distant twenty feet (20.00') measured westerly parallel with the division line between lots numbers ten (10) and eleven (11), from the eastern limit of the aforesaid lot number ten (10), and being distant six feet (6.00') measured southerly at right angles from the division line between the aforesaid lots numbers ten (10) and eleven (11).

THENCE southeasterly in a straight line seven feet (7.00') more or less to a point, which is distant eleven feet (11.00') measured southerly at right angles from the said division line between lots numbers ten (10) and eleven (11), being, also, distant fifteen feet (15.00') measured westerly parallel with the aforesaid division line between lots numbers ten (10) and eleven (11) from the eastern limit of lot number ten (10).

THENCE southerly parallel with the eastern limit of the aforesaid lot number ten (10) thirty-two feet (32.00') to a point.

THENCE easterly in a straight line fifteen feet (15.00') to a point in the eastern limit of the aforesaid lot number ten (10) distant seventeen feet (17.00') measured northerly thereon from the southeastern corner thereof.

THENCE northerly along the eastern limit of the aforesaid lots numbers ten (10) and eleven (11) eighty-four and fifty one-hundredths feet (84.50') to a point.

THENCE westerly in a straight line fifteen feet (15.00') to a point distant forty-one feet (41.00') measured northerly parallel with the eastern limit of the aforesaid lot number eleven (11) from the aforesaid division line between lots numbers ten (10) and eleven (11).

THENCE southerly parallel with the eastern limit of the aforesaid lot number eleven (11) thirty-two feet (32.00') to a point.

THENCE southwesterly in a straight line seven feet (7.00') more or less to a point, which is distant four feet (4.00') measured northerly at right angles from the division line between the aforesaid lots numbers ten (10) and eleven (11), and being, also, distant twenty feet (20.00') measured westerly parallel with the aforesaid division line between lots numbers ten (10) and eleven (11) from the eastern limit of the aforesaid lot number eleven (11).

THENCE westerly to and along the southern face of the northern wall of the aforesaid covered passageway, being the wall between the semi-detached brick dwelling erected upon the hereinbefore described parcel of land and known as Municipal Number 258 MacNab Street North, and the semi-detached brick dwelling erected upon the lands adjoining on the south and known as Municipal Number 256 MacNab Street North, and the production of the line thereof westerly one hundred, and forty-six one-hundredths feet (100.46') more or less to a point in the eastern limit of MacNab Street, distant four and fifty-seven one-hundredths feet (4.57') measured northerly thereon from the southwestern corner of the aforesaid lot number eleven (11).

THENCE southerly along the eastern limit of MacNab Street nine and seventy-seven one-hundredths feet (9.77') more or less to the point of commencement.

SUBJECT to the right of the owners, tenants and occupants of the remaining portions of lots numbers ten (10) and eleven (11), their heirs and assigns, to pass over, along and upon and use as a right-of-way part of the hereinbefore described parcel of land, being part of lot number eleven (11) block number two (2), according to a subdivision known as the Sir Allan MacNab Survey, the plan thereof registered in the Registry Office for the Registry Division of Wentworth as Number 127, and which right-of-way may be more particularly described as follows, that is to say:

COMMENCING at an iron bar planted in the eastern limit of the said lot number eleven (11), where it is intersected by the northern limit of the hereinbefore described parcel of land, the said iron bar being distant twenty-two and fifty-eight one-hundredths feet (22.50') measured northerly along the eastern limit of the aforesaid lot number eleven (11) from the southeastern corner thereof.

THENCE westerly along the northern limit of the hereinbefore described parcel of land fifteen feet (15.00') to a point, the said point being distant twenty-two and fifty-three one-hundredths feet (22.53') measured northerly parallel with the eastern limit of the aforesaid lot number eleven (11) from the southern limit thereof.

THENCE southerly parallel with the eastern limit of the aforesaid lot number eleven (11) thirteen and fifty-three one-hundredths feet (13.53') more or less to a point distant nine feet (9.00') measured northerly parallel with the eastern limit of the aforesaid lot number eleven (11) from the southern limit thereof.

THENCE southwesterly in a straight line seven feet (7.00') more or less to a point in the southern limit of the hereinbefore described parcel of land, the said point being distant four feet (4.00') measured northerly at right angles from the southern limit of the aforesaid lot number eleven (11) and being, also, distant twenty feet (20.00') measured westerly parallel with the southern limit of the aforesaid lot number eleven (11) from the eastern limit thereof.

THENCE easterly along the southern limit of the hereinbefore described parcel of land twenty feet (20.00') to a point in the eastern limit of the aforesaid lot number eleven (11), distant three and eighty one-hundredths feet (3.80') measured northerly thereon from the southeastern corner of the aforesaid lot number eleven (11).

THENCE northerly along the eastern limit of the aforesaid lot number eleven (11) eighteen and seventy-eight one-hundredths feet (18.78') to the point of commencement.

RESERVING to the Grantors, their successors and assigns, the owners from time to time of the lands immediately adjacent to and south of the lands above described the right to use the wall erected on the lands hereinafter described as a means of support for the building now erected on the lands immediately adjacent to and south of the lands above described and extending over the right-of-way above described, to be continued and used as such forever. The lands upon which such wall is erected are described as follows:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Hamilton, in the County of Wentworth, in the Province of Ontario being composed of part of lot number eleven (11) in block Number two (2) according to a subdivision known as the Sir Allan MacNab Survey, the plan thereof registered in the Registry Office for the Registry Division of Wentworth as Number 127, and which parcel of land is in the block bounded by MacNab, Murray, James and Barton Streets, in the said City of Hamilton and may be more particularly described as follows, that is to say:

COMMENCING at a point in the western face of the western wall of the front portions of the semi-detached brick dwellings known as Municipal Numbers 256 and 258 MacNab Street North, where it is intersected by the southern face of the brick wall between the said semi-detached brick dwellings, and which point of intersection may be arrived at as follows:

BEGINNING at the southwestern corner of the said lot number eleven (11) being a point in the eastern limit of MacNab Street.

THENCE northerly along the eastern limit of MacNab Street four and fifty-seven one-hundredths feet (4.57') to a point in the production westerly of the line of the southern face of the said wall between the said semi-detached brick dwellings known as Municipal Numbers 256 and 258 MacNab Street North.

THENCE easterly along the said production seven and twenty-two one-hundredths feet (7.22') more or less to the said point of commencement.

THENCE easterly along the southern face of the aforesaid wall between the semi-detached brick dwellings thirty-five and ten one-hundredths feet (35.10') more or less to a point in the eastern face of the eastern wall of the front portion of the aforesaid semi-detached brick dwellings.

THENCE northerly along the eastern face of the last mentioned wall eighty-three one-hundredths feet (0.83') more or less to a point in the line of the northern face of the aforesaid wall between the aforesaid semi-detached brick dwellings.

THENCE westerly along the northern face of the last mentioned wall thirty-five and ten one-hundredths feet (35.10') more or less to a point in the aforesaid western face of the western wall of the semi-detached brick dwellings.

THENCE southerly along the western face of the last mentioned wall eighty-three one-hundredths feet (0.83') more or less to the point of commencement.

As previously described in Instrument No. 294830 C.D.

SCHEDULE "B"

To

By-law No. 89-

REASONS FOR DESIGNATION

256-258 MacNAB STREET NORTH, HAMILTON, ONTARIO

256-258 MacNab Street North represent the two centre units of a 6-unit, 2 1/2 storey brick rowhouse built in 1879-80. Located two blocks south of the Custom House between Murray and Barton Streets, this outstanding Victorian terrace is a well-integrated component of the late nineteenth and early twentieth century residential area surrounding St. Mary's Church. The unusual design and flamboyant character of the MacNab Street North terrace, however, sets it apart from its neighbours and from other Victorian rowhouses in the City.

Designed by the noted Hamilton architect, James Balfour, the terrace at 252-262 MacNab Street North is one-of-a-kind in this city. Its brick masonry construction, gabled bays and segmentally arched windows were characteristic of rowhouses built in Hamilton from the 1880s through the 1910s. Its highly ornate square wooden bays decorated with bracketed cornices separating the first and second floor windows and pilasters framing the tall paired windows, however, appear to have been inspired by the all-wood Italianate houses and rowhouses built in San Francisco and other west and east coast American cities throughout the 1870s. The charm and uniqueness of the MacNab terrace derives from Balfour's skilful blending of forms and details borrowed from two quite distinct vernacular row housing traditions. The first two floors of the wooden bays, strikingly similar in design to San Francisco Italianate houses, are crowned by steep-pitched gables decorated with bargeboard, a typical High Victorian Gothic feature characteristic of 1880s row housing in Hamilton. The roofline is also punctuated by steep gabled dormers. The roofs and railings of the porches set between the square bays do not appear to have been part of Balfour's original design. A distinguishing feature of the centre two units is the carriage entrance which separates them at the ground floor level and visually divides the terrace into two 3-bay segments.

Historically, the row is important for its association with Henry J. Larkin, a barrister and developer who built the fine Renaissance Revival commercial block on James Street North known as Treble Hall (originally Larkin Hall), also designed by James Balfour and built in 1879. The MacNab Street North terrace was owned by the Larkin family until 1889 and remained under single ownership until it was subdivided amongst five owners in 1942. Since this time the centre two units, which are connected at the second storey, have been jointly owned.

Of particular importance to the preservation of 256-258 MacNab Street North is the street facade, including the carriage entrance, the ornate wooden bays, the dormers, bargeboard, original doorways and windows, and roofs and chimneys (but excluding the later porch additions).

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

By-law No. 89-126

Being A By-law To Amend:

Zoning By-law No. 6593

Respecting:

LANDS LOCATED AT MUNICIPAL NOS. 1780, 1790, 1796
AND 1808 MAIN STREET WEST

WHEREAS the Council of The Corporation of the City of Hamilton passed Zoning By-law No. 6593 on the 25th day of July 1950, which by-law was approved by the Ontario Municipal Board by Order dated the 7th day of December 1951, (File No. P.F.C. 3821);

AND WHEREAS the Council of The Corporation of the City of Hamilton passed By-law No. 89-126 on the 25th day of April 1989 to change the zoning from "C" (Urban Protected Residential, etc.) District to "A - 'H'" (Conservation, Open Space, Park and Recreation - Holding) District, in respect of the land comprised in Block 1, and to "E - 'H'" (Multiple Dwellings, Lodges, Clubs, etc. - Holding) District, in respect of the land comprised in Block 2, the extent and boundaries of each of which Blocks 1 and 2 are shown on a plan thereto annexed as Schedule "A", as well as to establish special requirements with respect to the above referred to lands;

AND WHEREAS the Council of The Corporation of the City of Hamilton, in adopting Item 3 of the 13th Report of the Planning and Development Committee at its meeting held on the 9th day of May 1989, directed that By-law No. 89-126 be further amended to establish an additional special requirement under Section 19B of By-law No. 6593 in respect of the lands located at Municipal Nos. 1780, 1790, 1796 and 1808 Main Street West, the extent and boundaries of which are shown as Block 2 on a plan thereto annexed as Schedule "A";

AND WHEREAS this by-law is in conformity with the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. (1) Section 4 of By-law No. 89-126 is amended by adding thereto the following clause:

- (f) notwithstanding Table 3 referred to in Section 18A.(1)(c) of By-law No. 6593, not less than two (2) loading spaces having a minimum size of 9.0 m (length) x 3.7 m (width) x 4.3 m (height) shall be required for a senior citizens multiple dwelling that contains not more than 143 dwelling units;

(2) Subsections 4(f) and (g) of By-law No. 89-126 are renumbered as (g) and (h), respectively.

2. No building or structure shall be erected, altered, extended or enlarged, nor shall any building or structure or part thereof be used, nor shall any land be used, except in accordance with the "E" District provisions, subject to the special requirements referred to in section 1 of this by-law and section 4 of By-law No. 89-126.

3. By-law No. 6593 is amended by adding this by-law to section 19B as Schedule S-1113a.

4. Sheets No. W-50 and W-51 of the District Maps are amended by marking the lands referred to in section 1 of this by-law, S-1113a.

5. Schedule "A" hereto annexed is included in and forms part of this by-law.

6. In all other respects, By-law No. 89-126 is hereby confirmed, unchanged.

7. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 13 R.P.D.C. 3, May 9
J. C. Leech-Porter, Owner
ZA-88-26

NR	BEARING	DISTANCE
1	N 24°39'40"W	2.42
2	N 27°38'40"W	7.38
3	N 45°07'10"W	14.10
4	N 40°47'50"W	15.09
5	N 1°11'50"W	12.94
6	N 00°21'30"W	14.50
7	N 11°21'30"W	14.00
8	N 31°56'30"E	2.61
9	N 14°54'30"E	12.00
10	N 48°09'40"W	6.43
11	N 75°30'50"E	7.80
12	N 86°19'10"E	7.40
13	N 57°48'40"W	7.80
14	N 82°59'00"E	8.40
15	N 50°27'40"E	10.00
16	N 37°03'30"E	15.00
17	N 38°22'40"E	15.00
18	N 44°17'10"E	13.24
19	N 32°13'20"E	15.18
20	N 64°19'30"E	11.03
21	N 63°17'40"W	5.13
22	N 88°05'10"E	6.92
23	N 55°28'50"E	18.66
24	N 54°16'10"W	8.25
25	N 34°42'00"E	9.88
26	N 54°08'00"W	8.27
27	N 34°45'20"E	9.10
28	N 43°42'30"E	10.88

NOTE: All dimensions are in metres

This is Schedule "A" to By-Law No. 89-_____
Passed the _____ day of _____, 1989.

Clerk

Mayor

City of Hamilton

Schedule A

Map Forming Part of
By-Law No. 89-_____

to Amend By-Law No. 6593

Regional Municipality of Hamilton-Wentworth
Planning and Development Department

Legend



LANDS TO BE REGULATED
BY BY-LAW NO. 89-
Block 2

North



Scale
NOT TO SCALE

Date
MAY, 1989

Reference File No.
ZA 88-26

Drawn By
R.J.M.

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

Zoning By-law No. 6593

Respecting:

LANDS LOCATED AT MUNICIPAL NOS. 204-214 HESS STREET NORTH

WHEREAS it is intended to change the zoning of the lands hereinafter referred to and to establish special requirements under section 19B of By-law No. 6593 passed on the 25th day of July, 1950 and approved by the Ontario Municipal Board by Order dated the 7th day of December, 1951, (File No. P.F.C. 3821);

AND WHEREAS this by-law is in conformity with the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. Sheet No. W-3 of the District Maps, appended to and forming part of By-law No. 6593, is amended,

- (a) by changing from "G-3" (Public Parking Lots) District to "RT-30" (Street - Townhouse) District,

the land, the extent and boundaries of which are shown on a plan hereto annexed as Schedule "A".

2. The "RT-30" (Street - Townhouse) District provisions applicable to the lands referred to in section 1 are amended to the extent only of the special requirements that,

- (a) notwithstanding Section 10F(4)(a) of By-law No. 6593, a front yard not less than 4.2 m in depth from the Hess Street North street line shall be provided and maintained, provided that the entrance to any garage shall be set back not less than 6.0 m from the Hess Street North street line;
- (b) notwithstanding Section 10F(4)(b) of By-law No. 6593, a rear yard of not less than 4.0 m in depth shall be provided and maintained;
- (c) notwithstanding Section 10F(4)(c) of By-law No. 6593,
 - (i) a side yard not less than 1.2 m in width shall be provided and maintained along the northerly lot line;
 - (ii) a side yard not less than 1.2 m in depth from the Windsor Street street line shall be provided and maintained;

- (d) notwithstanding Section 10F(6)(i) of By-law No. 6593, a lot area not less than 100.0 square metres shall be provided for each single-family dwelling unit;
- (e) a visual barrier not less than 1.2 m and not more than 2.0 m in height shall be provided and maintained along the rear lot line and the northerly side lot line.

3. No building or structure shall be erected, altered, extended or enlarged, nor shall any building or structure or part thereof be used, nor shall any land be used, except in accordance with the "RT-30" District provisions, subject to the special requirements referred to in section 2.

4. By-law No. 6593 is amended by adding this by-law to section 19B as Schedule S-1115.

5. Sheet No. W-3 of the District Maps is amended by marking the lands referred to in section 1 of this By-law, S-1115.

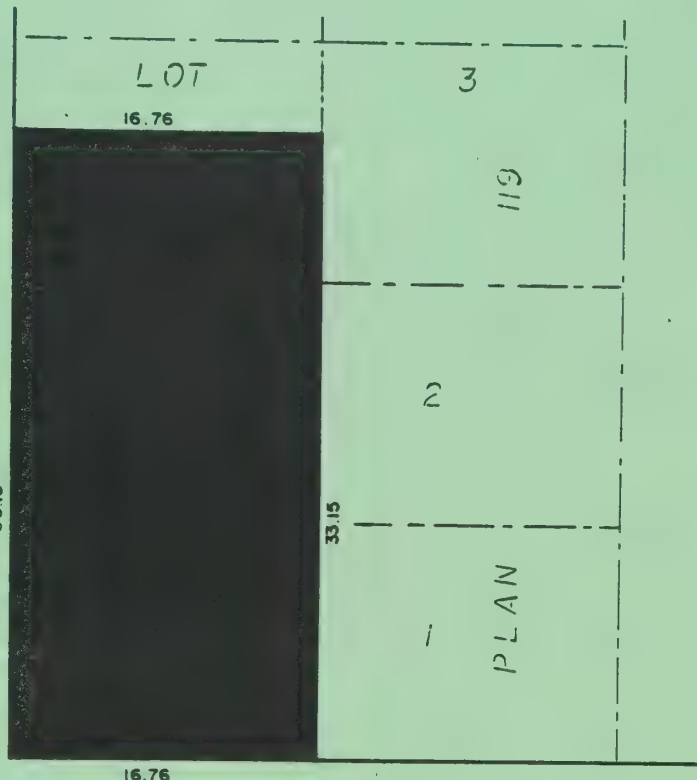
6. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

City Clerk

Mayor

HESS STREET NORTH



16.76

WINDSOR

STREET

NOTE: All dimensions are in metres

This is Schedule "A" to By-Law No. 89-_____
Passed the _____ day of _____, 1989.

Clerk

Mayor

City of Hamilton

Schedule A

Map Forming Part of
By-Law No. 89-_____

to Amend By-Law No. 6593

Regional Municipality of Hamilton-Wentworth
Planning and Development Department

Legend
Change in zoning from:



"G-3"(Public Parking Lots)District, Modified to
"RT-30"(Street -Townhouse)District, Modified

North



Scale
NOT TO SCALE

Date
Feb., 1989

Reference File No.
ZA-88-97

Drawn By
R.J.M.

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

Zoning By-law No. 6593

Respecting:

LAND LOCATED AT THE NORTH-EAST CORNER OF QUAKER CRESCENT
AND QUEEN VICTORIA DRIVE

WHEREAS it is intended to change the zoning of the land hereinafter referred to by amending By-law No. 6593, passed on the 25th day of July, 1950 and approved by the Ontario Municipal Board by Order dated the 7th day of December, 1951, (File No. P.F.C. 3821);

AND WHEREAS this by-law is in conformity with the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. Sheets No. E-49B and E-49C of the District Maps, appended to and forming part of By-law No. 6593, are amended,

(a) by changing from "C" (Urban Protected Residential, etc.) District to "R-4" (Small Lot Single-Family Detached) District,

the land, the extent and boundaries of which are shown on a plan hereto annexed as Schedule "A".

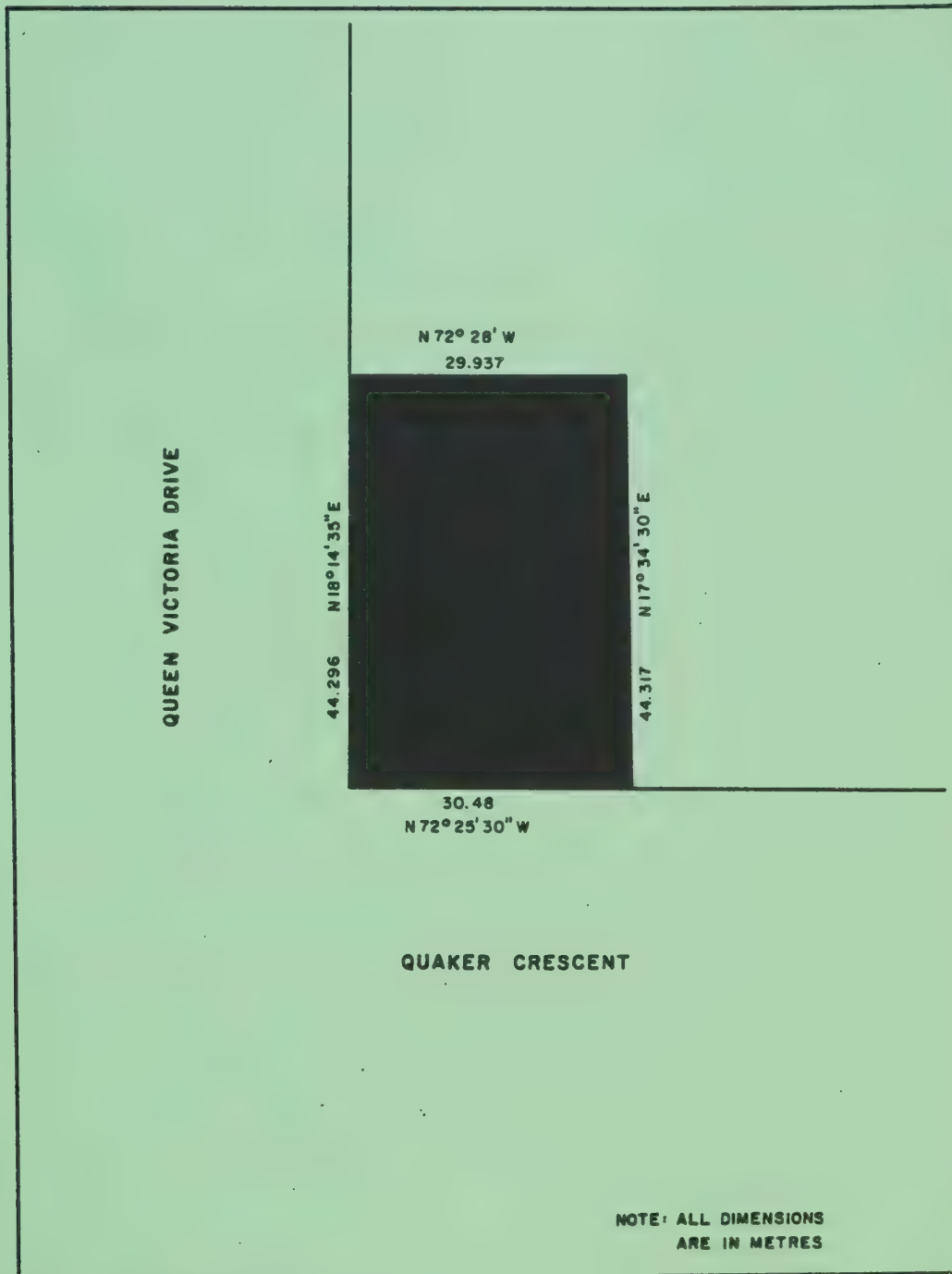
2. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 8 R.P.D.C. 13, March 28
S. Khan, Owner
ZA-88-116



NOTE: ALL DIMENSIONS
ARE IN METRES

THIS IS SCHEDULE "A" TO BY-LAW NO. 89 - _____
PASSED THE _____ DAY OF _____

Clerk

Mayor

CITY OF HAMILTON


SCHEDULE "A"
MAP FORMING PART OF


BY-LAW NO. 89 -

TO AMEND BY-LAW NO. 6593

Regional Municipality of Hamilton-Wentworth
Planning and Development Department

Legend

 CHANGE IN ZONING FROM "C" (URBAN
PROTECTED RESIDENTIAL, ETC.) DIS-
TRICT TO "R-4" (SMALL LOT SINGLE -
FAMILY DETACHED) DISTRICT.

North 	Scale NOT TO SCALE	Reference File No. ZA 88-116
	Date MARCH 21, 1989	Drawn By Z. K.

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

Zoning By-law No. 6593

Respecting:

LAND LOCATED AT MUNICIPAL NO. 1412 UPPER GAGE AVENUE

WHEREAS it is intended to change the zoning of the land hereinafter referred to by amending By-law No. 6593, passed on the 25th day of July, 1950 and approved by the Ontario Municipal Board by Order dated the 7th day of December, 1951, (File No. P.F.C. 3821);

AND WHEREAS this by-law is in conformity with the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. Sheet No. E-38C of the District Maps, appended to and forming part of By-law No. 6593, is amended,

- (a) by changing from "L-mr-1" (Planned Development-Multiple Residential) District to "L-r" (Planned Development - Low Density Residential) District; and
- (b) by changing from "L-r" (Planned Development - Low Density Residential) District to "C" (Urban Protected Residential, etc.) District,

the land, the extent and boundaries of which are shown on a plan hereto annexed as Schedule "A".

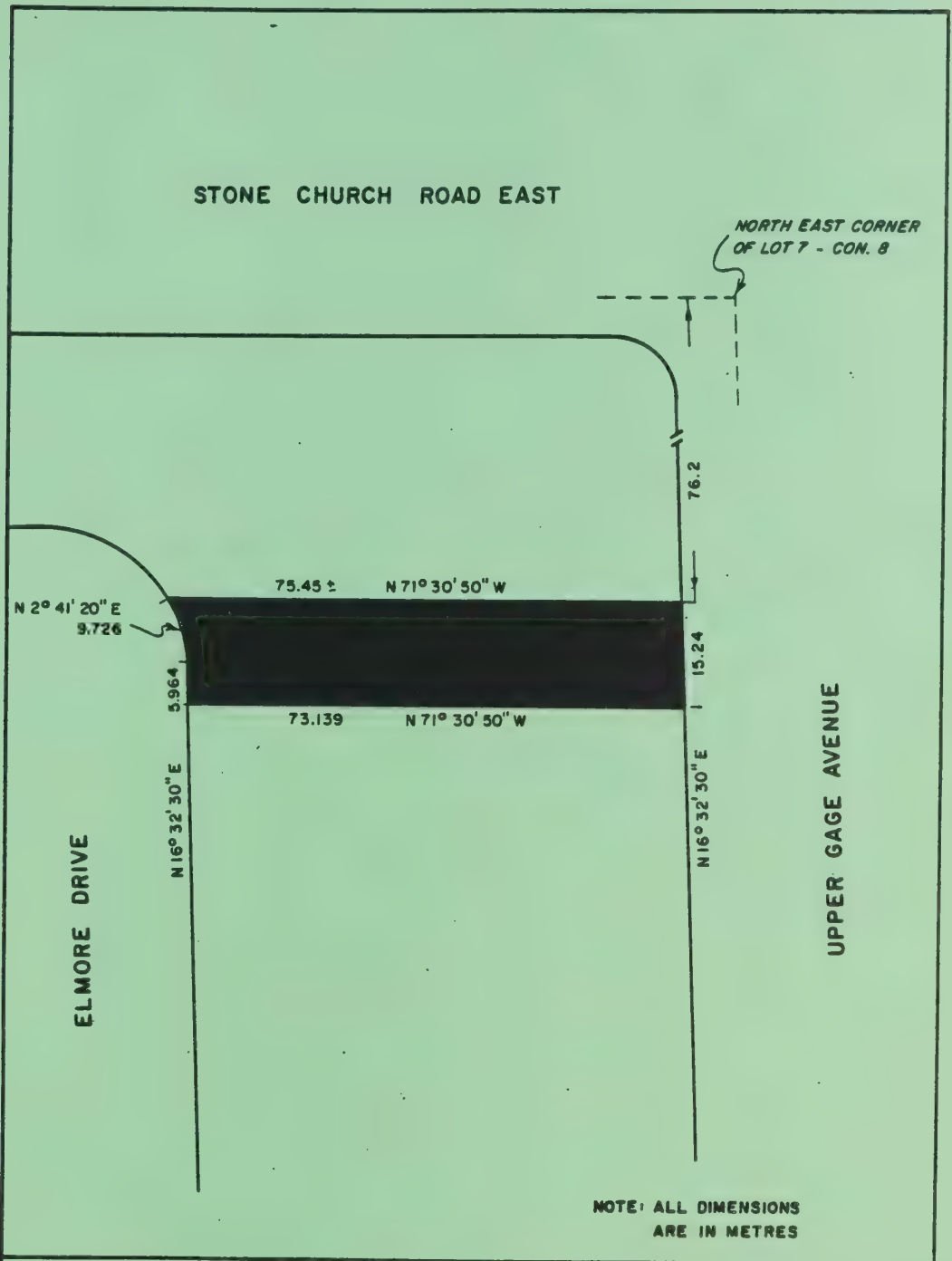
2. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 8 R.P.D.C. 11(B), March 28
Frank Bottega and Jackueline Bottega, Owners
Amended ZA-88-114



THIS IS SCHEDULE "A" TO BY-LAW NO. 89- _____
 PASSED THE _____ DAY OF _____

 Clerk

 Mayor

CITY OF HAMILTON
SCHEDULE "A"
MAP FORMING PART OF
BY-LAW NO. 89 -
TO AMEND BY-LAW NO.

Regional Municipality of Hamilton-Wentworth
 Planning and Development Department

Legend		
<div style="display: flex; align-items: center;"> <div style="width: 20px; height: 10px; background-color: black; margin-right: 5px;"></div> CHANGE IN ZONING FROM "L-mr-1" (PLANNED DEVELOPMENT - MULTIPLE RESIDENTIAL) DISTRICT TO "C" (URBAN PROTECTED RESIDENTIAL, ETC.) DISTRICT. </div>		
North	Scale	Reference File No.
	NOT TO SCALE	ZA 88-114
	Date	Drawn By
	MARCH 22, 1989	Z. K.

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Establish:

Site Plan Control

Respecting:

LAND LOCATED AT MUNICIPAL NO. 1412 UPPER GAGE AVENUE

WHEREAS By-law No. 79-275, passed on the 25th day of September, 1979, under Section 35a of the Planning Act, as re-enacted by the Planning Amendment Act, 1979, S.O. 1979, Chapter 59, Section 1, [now Section 40 of the Planning Act, 1983], as amended by By-law No. 87-223, passed on the 28th day of July, 1987, established site plan control in various parts of the City of Hamilton as of November 1, 1979;

AND WHEREAS it is desirable to amend By-law No. 79-275 to establish site plan control on the land hereinafter referred to.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. Schedule "B" to By-law No. 79-275 is amended by adding the following thereto:

116. Land located at Municipal No. 1412 Upper Gage Avenue shown on Appendix 116 hereto annexed and forming part of this by-law.

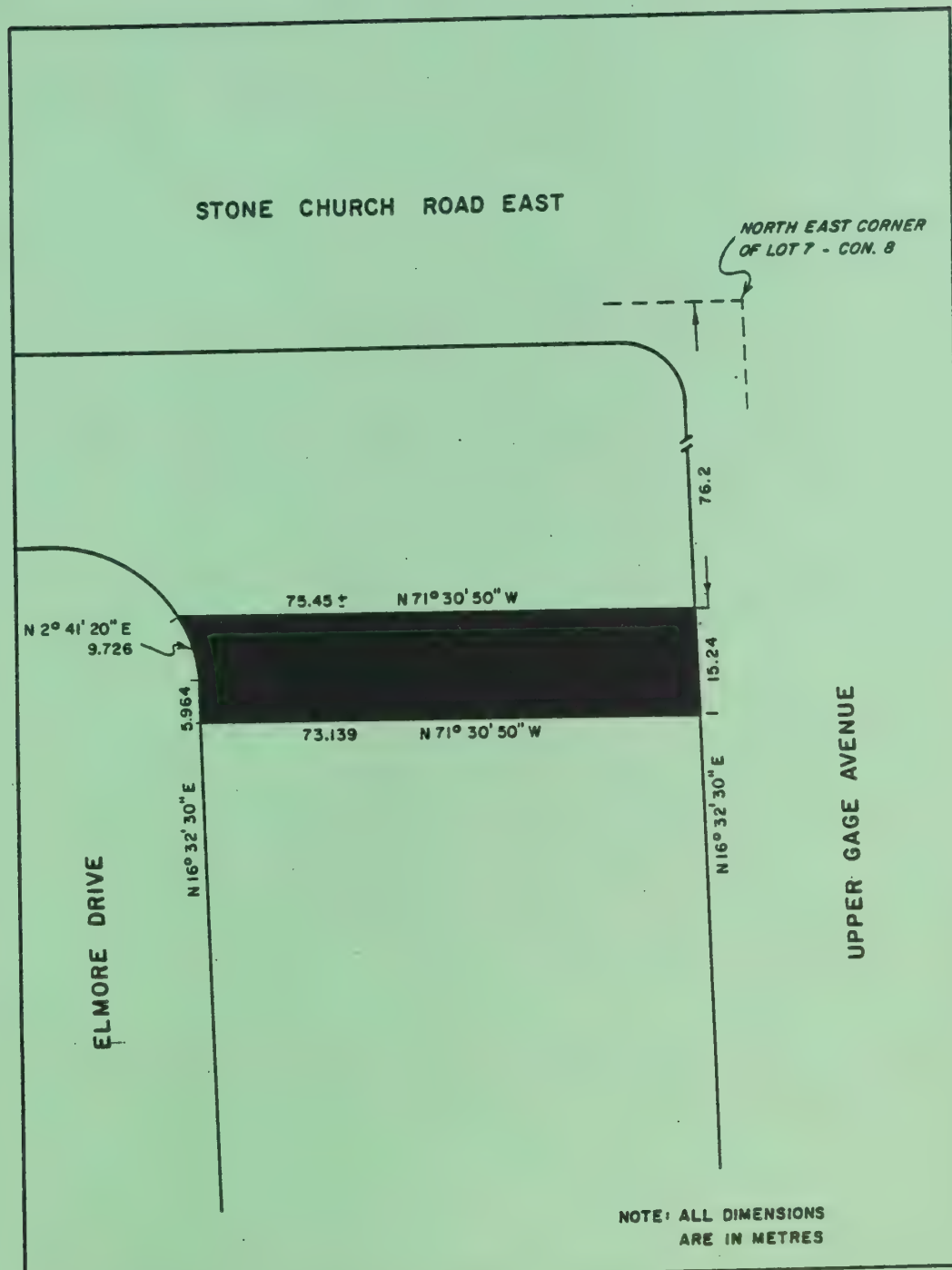
2. Schedule "A" is annexed hereto and forms part of this by-law and By-law No. 79-275 as Appendix 116.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 8 R.P.D.C. 11(B)(e), March 28
Frank Bottega and Jackueleine Bottega, Owners
Amended ZA-88-114



THIS IS SCHEDULE "A" TO BY-LAW NO. 89-_____
 PASSED THE _____ DAY OF _____

 Clerk


 Mayor


CITY OF HAMILTON
APPENDIX 116
 TO BY-LAW NO. 79-275

AS AMENDED BY
 BY-LAW NO. 87-223

Regional Municipality of Hamilton-Wentworth
 Planning and Development Department

Legend

 LANDS DESIGNATED UNDER THIS BY-LAW
 AS AN AREA OF SITE PLAN CONTROL
 PURSUANT TO SECTION 40 OF THE
 PLANNING ACT.

North 	Scale NOT TO SCALE	Reference File No. ZA 88-114
	Date MARCH 22, 1989	Drawn By Z. K.

The Corporation of the City of Hamilton

BY-LAW NO. 89-

To Amend:

Zoning By-law No. 6593

Respecting:

LAND LOCATED AT MUNICIPAL NO. 18 CHRISTIE STREET

WHEREAS it is intended to change the zoning of the lands hereinafter referred to by amending By-law No. 6593, passed on the 25th day of July, 1950 and approved by the Ontario Municipal Board by Order dated the 7th day of December, 1951, (File No. P.F.C. 3821);

AND WHEREAS this by-law is in conformity with the Official Plan of the Hamilton Planning Area, approved by the Minister under the Planning Act on June 1, 1982.

NOW THEREFORE the Council of The Corporation of the City of Hamilton enacts as follows:

1. Sheet No. W-9E of the District Maps, appended to and forming part of By-law No. 6593, is amended,

(a) by changing from "B" (Suburban Agriculture and Residential, etc.) District to "C" (Urban Protected Residential, etc.) District,

the land, the extent and boundaries of which are shown on a plan hereto annexed as Schedule "A".

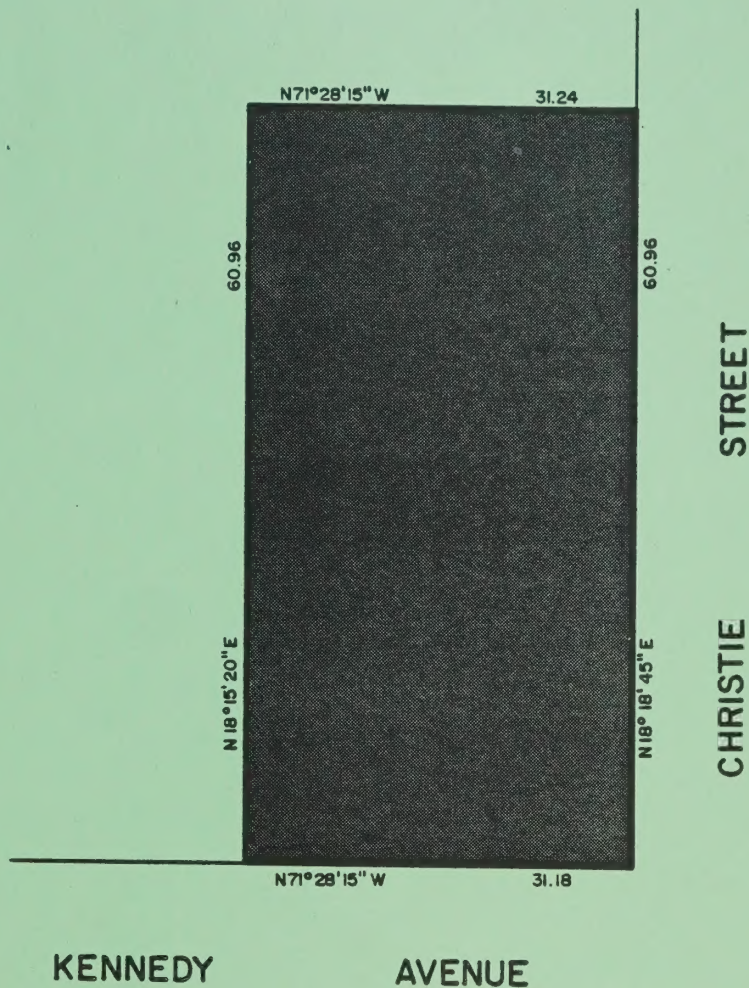
2. The City Clerk is hereby authorized and directed to proceed with the giving of notice of the passing of this by-law, in accordance with the Planning Act, 1983.

PASSED this day of A.D. 1989.

City Clerk

Mayor

(1989) 11 R.P.D.C. 14, April 25
S. G. Kemp, Owner
ZA-88-127



NOTE: All dimensions are in metres

This is Schedule "A" to By-Law No. 89-.....
 Passed the day of, 1989.

.....
 Clerk

.....
 Mayor

City of Hamilton

Schedule A

Map Forming Part of
 By-Law No. 89-.....

to Amend By-Law No. 6593


Regional Municipality of Hamilton-Wentworth
 Planning and Development Department

Legend

Change in zoning from:



"B"(Suburban Agricultural and Residential, etc.) District To "C"(Urban Protected Residential, etc.) District.

North 	Scale NOT TO SCALE	Reference File No. ZA 88 - 127
	Date MAY, 1989	Drawn By R.J.M.

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